

Paid Up Capital: Dhs. 500,000,000

Registered under Federal Law No. (6) of 2007
Certificate No. 14 dated 29th December 1984

رأس المال المدفوع: ٥٠٠,٠٠٠,٠٠٠ درهم

مسجلة طبقاً للقانون الإتحادي رقم (٦) لسنة ٢٠٠٧م
شهادة رقم ١٤ بتاريخ ١٢/٢٩/١٩٨٤م

POLICY SCHEDULE
WORKMEN'S COMPENSATION INSURANCE

Policy No	P/01/6021/2022/1956/1	Customer Code	3024601
Name of Insured	PROMAX CARPENTRY & FLOORING CONTRACTING CO		
Address	P.O.Box 0 , Dubai , United Arab Emirates		
Territorial Limit	United Arab Emirates	Law & Jurisdiction	United Arab Emirates
WC Cover	Workmen's Compensation in accordance with United Arab Emirates Federal Labour Law No. 8 chapter VIII of 1980 and its current amendments or any other Workmen Compensation Law(s) of Country (not beyond Territorial limit of this policy) where staff is employed		
Period of Insurance	a) From 29-Jul-23 0:00:00 To 28-Jul-24 23:59:00 (both dates inclusive) b) Any subsequent period for which the insured shall pay and the Company shall agree to accept a renewal premium.		
Policy Wordings	As attached		
Previous Policy No	P/01/6021/2022/1956	Basis of Wages	Basic
Business Activity of the insured	Civil Construction Contactors		
Premium (Excl. VAT)	Minimum & Deposit - AED 799.00 (Seven Hundred Ninety Nine UAE Dirhams only.) Subject to adjustment in terms of condition 6 of the Policy wording attached. The estimated amount of wages and salaries and other earning on which Minimum and Deposit Premium is based on AED 607,200.00		

Details of Employees Insured (Named)

As per Annexure - I As Attached

Benefits	
WC Cover	Workmen's Compensation in accordance with United Arab Emirates Federal Labour Law No. 8 chapter VIII of 1980 and its current amendments or any other Workmen Compensation Law (s) of Country (not beyond Territorial limit of this policy) where staff is employed
Employer's Liability	Up to AED 1,000,000 Any one occurrence and unlimited in the aggregate
Repatriation Expenses	Up to AED 35,000 per person
Medical Expenses	Up to AED 10,000 per person per accident in private /government hospitals/clinics UAE

Excess 1 day(s) for Temporary Total Disablement Benefit

Extensions

1. Employee to Employee Liability while in course of employment only
2. Medical Expenses limit as above.
3. Repatriation Expenses limit as above
4. Employer's Liability limit as mentioned above
5. Extended to Cover 24 Hours Non-Occupational Personal Accident cover Extension (Accidental Death and Permanent Total Disability only)
6. Extended to Cover Sun Stroke and Hernia as Industrial Disease are covered
7. Extended to Cover social and sports activities organized by Insured
8. Extended to Cover Insured's employees whilst on flights and/or commuting from/to country of work provided they are not part of the flight as aircraft crew
9. Including cover for any difference between labour law compensation and Diya money if any awarded limited to AED 165,000/- AOO
10. Extended to Cover Insured's new employees on employment visas whilst on incoming flights from their country of origin to country of work
11. Extended to Cover employees on temporary hire for whom the insured is responsible and on the Insured's payroll but not under their sponsorship provided all the legal formalities are finalized prior to start of work

Conditions

1. Cover restricted to employees who are under the sponsorship of the Insured or wage roll
2. Cover whilst traveling to and from workplace to the residence of the employee
3. Cancellation clause 30 days (not applicable for Premium Payment Warranty)
4. Notice of Cancellation under the policy shall not be applicable if Premium Payment Warranty (PPW) is breached, in which case, Period of Notice in the PPW Clause stands applicable
5. Automatic addition and deletion subject to premium adjustment at expiry
6. Subject to no known or reported losses / claims nor circumstances which might lead to a claim till inception date of this policy / date of binding the cover whichever is later

Warranted

1. **WARRANTED NONE OF THE EMPLOYEES ENGAGED IN OFFSHORE ACTIVITIES**
2. **WARRANTED NONE OF THE EMPLOYEES ENGAGED IN OIL AND GAS SECTOR ACTIVITIES**
3. **WARRANTED NO KNOWN OR REPORTED LOSS UNTIL COVER CONFIRMATION**
4. **WARRANTED NONE OF THE PREVIOUS APPLICATIONS BEEN DECLINED**
5. **WARRANTED COVER OBTAINED IS FOR ALL EMPLOYEES**
6. **PREMIUM PAYMENT WARRANTY**
7. **WARRANTED APPROPRIATE SAFETY MEASURES ARE ADOPTED DURING WORKING HOURS**
WARRANTED THAT EMPLOYEES WEAR APPROPRIATE SAFETY GEAR DURING WORKING HOURS

Exclusions

1. **COMMUNICABLE DISEASE EXCLUSION LMA 5396**
2. **IT CLARIFICATION AGREEMENT**
3. **FULL NUCLEAR EXCLUSION CLAUSE**
4. **POLLUTION AND CONTAMINATION EXCLUSION CLAUSE**
5. **ASBESTOS RISK**
6. **ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)**
7. **OFFSHORE WORKS COMPLETELY**
8. **POLITICAL RISKS EXCLUSION CLAUSE**
9. **TERRORISM & SABOTAGE EXCLUSION CLAUSE**
- 1 **EXCLUDING ANY EXPOSURE FROM EMERGING RISKS BEING:**
 - **ELECTROMAGNETIC FIELDS (EMF)**
 - **GENETICALLY MODIFIED ORGANISMS (GMO)**
 - **TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE)**
 - **TOXIC MOLD**
- 1 **SANCTIONS / EMBARGOES CLAUSE (INCLUDING IRAN EXCLUSION)**
- 1 **QUARANTINE AND/OR INFECTIOUS DISEASE, PANDEMIC AND/OR EPIDEMIC OR COMMUNICABLE DISEASES EXCLUSION**

- 1 ROPE ACCESS WORKS.
 1 UNDERGROUND WORKS.
 1 STEVEDORES.
 1 DOCKSIDE RISKS.
 1 DEMOLITION OF STRUCTURES.
 1 CYBER LIABILITY EXCLUSION LMA 5458
 1 NO COVERAGE SHALL BE PROVIDED HEREUNDER FOR ANY RISK IN RELATION TO IRAN, INCLUDING ANY
 GOODS OR SERVICES OF IRANIAN ORIGIN.

Annexure - I

Insured : PROMAX CARPENTRY & FLOORING CONTRACTING CO

ATTACHED TO & FORMING PART OF POLICY NO. P/01/6021/2022/1956/1

Sr.No	Employee Name	Designation	Category	Salary (Named)
1	AHMED TARIQ	PARTNER / SALES	Admin	108,000
2	SHOEB KHAN	PARTNER / SALES	Admin	108,000
3	SHAHAB KHAN	SALES EXECUTIVE	Non Admin	54,000
4	SALAMAT (DRIVER)	Light Vehicle Driver	Non Admin	30,000
5	JEHAN HUSSAIN	Bricklayer Assistant	Non Admin	33,600
6	SHAUKAT MASIH	Carpenter	Non Admin	18,000
7	GULZAR ALI	Building Laborer	Non Admin	18,000
8	MOHAMMAD MAJID	Brick Kiln Operator	Non Admin	21,600
9	MOHAMMAD SHAMIM	Building Laborer	Non Admin	18,000
10	ANWAR IFTEKHAR KHAN	Brick Mason	Non Admin	18,000
11	Inam Aslam	Sales Manager	Non Admin	48,000
12	Haroon Khan	Building Laborer	Non Admin	19,200
13	Hamid Khan	Building Laborer	Non Admin	15,600
14	Sarfraz Ahmed	Building Laborer	Non Admin	18,000
15	Asad Sarfaraz	Building Laborer	Non Admin	14,400
16	Niamat Khan	Building Laborer	Non Admin	15,600
17	ABBAS	Building Laborer	Non Admin	18,000
18	Mehboob	Building Laborer	Non Admin	15,600
19	Akram	Building Laborer	Non Admin	15,600

For ORIENT INSURANCE (PJSC)



Authorized Signatory



This Policy is subject to :

Extension :

1. Employee to Employee Liability while in course of employment only

EMPLOYEE TO EMPLOYEE LIABILITY EXTENSION

The term "Insured" shall include

(a) at the request of the Insured

(i) any director partner or employee of the Insured in respect of liability for which the insured have been entitled to claim under this insurance if the claim had been made against the Insured.

(ii) any officer or member of the Insured's Canteen social sports or welfare organizations first aid fire or ambulance services

In his respective capacity as such

Provided such person has complied with and/or fulfilled all the conditions and requirements of this policy as if he/they were the insured.

Subject otherwise to the terms, conditions and exceptions of the Policy.

2. Medical Expenses limit as above.

Medical Expense Up to AED (as per schedule) per person per accident in private/government hospitals/clinics in U.A.E

3. Repatriation Expenses limit as above

Repatriation Expenses

It is hereby declared and agreed that this Policy covers the actual expenses subject to maximum As per Schedule incurred by the Insured for the repatriation of the body of the deceased employee(s) &/or the seriously injured &/or occupationally ill &/or diseased employee(s) on the advice of Medical Authorities.

Subject otherwise to the terms, conditions and exceptions of the Policy.

4. Employer's Liability limit as mentioned above

EMPLOYERS LIABILITY EXTENSION

It is hereby declared and agreed that notwithstanding anything to the contrary contained herein if at any time during the period of insurance any employee of the Insured, as detailed in the Policy Schedule, shall sustain personal injury or death by accident arising out of and in the course of his employment by the Insured in the occupation stated and if the Insured shall be liable to pay compensation for such injury or death at Common Law then subject to the terms, exceptions and conditions contained in the Policy or endorsed thereon the Company will indemnify the Insured against all sums for which the Insured shall be legally liable to pay and will in addition be responsible for all costs and expenses incurred with their consent in defending any claims for such compensation.

The Limit of the Company liability under this extension is As stated in the Schedule .

The indemnity provided herein shall not apply to:

(a) Compensation for damages in respect of judgements delivered or obtained otherwise than by a court of competent jurisdiction within the UAE.

(b) Cost and expenses of litigation recovered by an original claimant from the Company which are not incurred in and recoverable in the UAE.

Subject otherwise to the terms, conditions and exceptions of the Policy.

Exclusions:

The Company shall not be liable under this Policy in respect of

a) any injury by accident or disease directly attributable to war invasion act of a foreign enemy hostilities (whether war be declared or not) civil war mutiny insurrection rebellion

revolution or military or usurped power.

b) Any employee who is not a "workman" within the meaning of the Law(a).

c) Any liability of the Grantee which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

d) Any sum which the Grantee would have been entitled to recover from any party but for an agreement between the Grantee and such party.

5. Extended to Cover 24 Hours Non-Occupational Personal Accident cover Extension (Accidental Death and Permanent Total Disability only)

Extended to Cover 24 Hours Non-Occupational Cover for non-work related accidents for Death/Permanent Total Disability only. Notwithstanding anything contained to the contrary herein, it is hereby declared and agreed that the Policy is extended to cover death or disablement of the Insured's employees covered under this policy caused solely and directly by accident as herein after defined and occurring outside the duty hours of the employee.

The amount of compensation payable shall be on the same basis as provided under the U.A.E. Federal Labour Law 8 of 1980 for death/permanent disablement sustained in accidents during duty hours.

"ACCIDENT" shall mean unforeseen and fortuitous casualty or mishap by violent external and visible means.

This extension shall not apply to any event consequent upon:

a) Riot & Strike

b) Suicide or any attempt thereat

c) The Insured's employees being in or on entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the insured is travelling as a fare paying passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon.

d) the Insured's employees engaging in or practicing for winter sports or football or polo or hunting or mountaineering or motor cycling (whether as a driver or passenger) or racing of any kind other than on foot or speed or duration testing.

e) the Insured's employees being affected (temporarily or otherwise) by alcohol or drug.

f) any pre-existing physical defect or infirmity

g) Anthrax, blood poisoning, erysipelas, ptomaine poisoning, pyaemia, septicaemia and/or tetanus however arising shall not be deemed accidents or the results thereof within the meaning of the policy.

This extension of cover is subject to following Special Conditions.

1. Upon the happening of any accident likely to give rise to a claim under the policy, the Insured or his employees shall as soon as possible procure and act on proper medical/ surgical advice.

2. The Insured or his employees (or the Insured's legal personal representative) shall at the expense of the Insured furnish to the Company all such certificates, information and evidence as may be required by the Company and the insured shall whenever reasonably require to do so, submit to the medical examination on behalf of the Company. In the event of the death of the Insured's employee the Company shall be entitled to have a post mortem examination at its own expense and notice shall, when practicable, be given to the Company before interment or cremation, stating the time and place of any inquest appointed.

Subject otherwise to the terms, conditions and exceptions of the policy.

Territorial limits : United Arab Emirates

6. Extended to Cover Sun Stroke and Hernia as Industrial Disease are covered

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7. Extended to Cover social and sports activities organized by Insured

Extended to Cover social and sports activities organized by Insured

8. Extended to Cover Insured's employees whilst on flights and/or commuting from/to country of work provided they are not part of the flight as aircraft crew

Extended to Cover Insured's employees whilst on flights and/or commuting from/to country of work provided they are not part of the flight as aircraft crew

9. Including cover for any difference between labour law compensation and Diya money if any awarded limited to AED 165,000/- AOO

Including cover for any difference between labour law compensation and Diya money if any awarded limited to AED 165,000/- AOO

10. Extended to Cover Insured's new employees on employment visas whilst on incoming flights from their country of origin to country of work

Extended to Cover Insured's new employees on employment visas whilst on incoming flights from their country of origin to country of work

11. Extended to Cover employees on temporary hire for whom the insured is responsible and on the Insured's payroll but not under their sponsorship provided all the legal formalities are finalized prior to start of work

Extended to Cover employees on temporary hire for whom the insured is responsible and on the Insured's payroll but not under their sponsorship provided all the legal formalities are finalized prior to start of work

Conditions :

1. Cover restricted to employees who are under the sponsorship of the Insured or wage roll

Cover restricted to employees who are under the sponsorship of the Insured or wage roll

2. Cover whilst traveling to and from workplace to the residence of the employee

Cover whilst traveling to and from workplace to the residence of the employee

3. Cancellation clause 30 days (not applicable for Premium Payment Warranty)

Cancellation Clause

This policy may be cancelled by the Insured by giving the number of days notice as specified in the Policy Schedule in writing to the Company and the premium hereon shall be adjusted on the basis of the Company receiving or retaining short period premium.

This policy may also be cancelled by or on behalf of the Company by the number of days notice as specified in the Policy Schedule given in writing to the Insured at his last known address and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro-rata premium.

Notice shall be deemed to be duly received in the course of post if sent by pre-paid registered letter post properly addressed.

Subject otherwise to Policy terms & conditions.

4. Notice of Cancellation under the policy shall not be applicable if Premium Payment Warranty (PPW) is breached, in which case, Period of Notice in the PPW Clause stands applicable

Notice of Cancellation under the policy shall not be applicable if Premium Payment Warranty (PPW) is breached, in which case, Period of Notice in the PPW Clause stands applicable

5. Automatic addition and deletion subject to premium adjustment at expiry

Automatic addition and deletion subject to premium adjustment at expiry

6.

Subject to no known or reported losses / claims nor circumstances which might lead to a claim till inception date of this policy / date of binding the cover whichever is later

Warranty :

1 PREMIUM PAYMENT WARRANTY

Premium Payment Warranty (as above) - Period of Notice - 15 days

Notwithstanding any provision to the contrary within this Policy or any endorsement hereto, in

respect of non payment of premium only the following clause will apply.

The Insured undertakes that premium will be paid in full to Insurers within the specified days of inception of this Policy, as mentioned above (or , in respect of instalment premiums, when due).

If the premium due under this Policy has not been so paid to Insurers within the specified days as above (and , in respect of installment premiums, by the date they are due) Insurers shall have the right to cancel this Policy by notifying the Insured in writing. In the event of cancellation, premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full Policy premium shall be payable to Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

It is agreed that Insurers under this clause, shall give not less than 15 days prior notice of cancellation to the Insured. If premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

2

WARRANTED APPROPRIATE SAFETY MEASURES ARE ADOPTED DURING WORKING HOURS

WARRANTED THAT EMPLOYEES WEAR APPROPRIATE SAFETY GEAR DURING WORKING HOURS

Exclusions :

1. COMMUNICABLE DISEASE EXCLUSION LMA 5396

Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

2. IT CLARIFICATION AGREEMENT

IT CLARIFICATION AGREEMENT

Property damage under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental changes in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of Insured physical damage to substance of property shall be covered.

B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programmes, and any business interruption losses resulting from such loss or damage.

3. FULL NUCLEAR EXCLUSION CLAUSE

FULL NUCLEAR EXCLUSION CLAUSE

This Insurance shall not apply to the following:

- i) Nuclear energy risks in accordance with the Nuclear Energy Risks Exclusion Clause NMA 1975-A and
- ii) Any other liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to the loss.

4. POLLUTION AND CONTAMINATION EXCLUSION CLAUSE

Excluding loss or damage arising out of Pollution and Contamination absolutely

5. ASBESTOS RISK

TOTAL ASBESTOS EXCLUSION CLAUSE

It is hereby understood and agreed that this Insurance shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

6. ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)

It is hereby understood and agreed that this Insurance shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by Human T-Cell Lymphotropic Virus Type III (MTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it may be named.

7. OFFSHORE WORKS COMPLETELY

Any claims emanating from Offshore works

8. POLITICAL RISKS EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within the Insurance Agreement or any Endorsement thereto this agreement does not cover loss or damage or cost or expenses of whatsoever nature directly or indirectly occasioned by, happening through or in consequence of War, invasion, acts of Foreign Enemies, hostilities or war-like operations (whether war to be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, material law, confiscation or nationalization or requisition or destruction of damage to property by or under the order of any government or public or local authority. In any action suit or other proceedings where the Insurer alleges that by reason of this exclusion a loss, damage, cost or expenses is not covered by this agreement, the burden of proving that such loss, damage, cost or expense is covered shall be upon the Insured

9. TERRORISM & SABOTAGE EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this agreement does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, arising out of or in connection with any act of Terrorism & Sabotage, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense. For the purpose of this exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect of influencing any government or putting the public or any section of the public in fear. In any action suit or other proceedings where the insurer alleges that by reason of this definition a loss, damage, cost or expense is not covered by this insurance agreement, the burden of proving that such loss, damage, cost or expense is covered shall be upon the Insured. In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. EXCLUDING ANY EXPOSURE FROM EMERGING RISKS BEING:

It is hereby understood and agreed that this Insurance shall not apply to emerging risks as follows:

1 Electro Magnetic Fields:

any claims or losses arising directly or indirectly out of non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference.

2 Genetically Modified Organisms:

any claims or losses arising directly or indirectly from Genetically Modified Organisms (GMO).

For the purposes of this exclusion, GMO shall mean and include:

organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change and shall also mean and include every biological or molecular unit with self replication potential or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

3 Transmissible Spongiform Encephalopathy:

any claims or losses arising directly or indirectly out of Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or New Variant Cruetzfeld-Jakob Disease (vCJD).

4 Toxic Mold any claims or losses arising directly or indirectly out of moisture-related damage.

For the purposes of this exclusion, moisture-related damage shall mean and include: fungus/fungi, including but not limited to, mold, mildew, mushrooms, yeast, bio-contaminates or any substance produced by, or arising out of, or emanating there from and shall also mean and include rot, decay, corrosion, or other gradual deterioration, de-lamination, adhesive or cohesive failure, weakening, or deformation of wood products or other material caused by continuous and/or prolonged and/or repeated contact with water or moisture. This definition applies even if the water and/or moisture also contains chemical elements other than water, form or quantity.

11. SANCTIONS / EMBARGOES CLAUSE (INCLUDING IRAN EXCLUSION)

Sanctions / Embargoes Clause (Including Iran Exclusion)

This Policy does not provide coverage related to any business, including but not limited to this Insurance and fulfillment of any obligation thereunder, to the extent it would violate any applicable economic or trade sanctions law or regulations under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

12. QUARANTINE AND/OR INFECTIOUS DISEASE, PANDEMIC AND/OR EPIDEMIC OR

COMMUNICABLE DISEASES EXCLUSION

Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary, this agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism, or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to airborne

transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

13. ROPE ACCESS WORKS.

It is hereby declared and agreed that this policy excludes any claims arising out of Insureds' activity where the employee is suspended by rope for ascent or descent for the purpose of work including but not limited to external building cleaning, maintenance services and the like.

Subject otherwise to the terms, conditions, exclusion, and warranties of the policy.

14. UNDERGROUND WORKS.

UNDERGROUND WORKS.

15. STEVEDORES.

STEVEDORES.

16. DOCKSIDE RISKS.

DOCKSIDE RISKS.

17. DEMOLITION OF STRUCTURES.

DEMOLITION OF STRUCTURES.

18. CYBER LIABILITY EXCLUSION LMA 5458

1. Notwithstanding any provision to the contrary within this insurance Agreement or any endorsement thereto this insurance Agreement excludes any CYBER LOSS regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any DATA, including any amount pertaining to the value of such DATA shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion or any other part of this insurance Agreement.

3. If the insurers allege that by reason of this exclusion any CYBER LOSS sustained by the insured is not covered by this insurance Agreement, the burden of proving the contrary shall fall to the insured.

Definitions

4. CYBER LOSS means any loss, damage, liability, claim, cost or expense of whatsoever

nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any CYBER ACT or CYBER INCIDENT including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any CYBER ACT or CYBER INCIDENT.

5. CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any COMPUTER SYSTEM.

6. CYBER INCIDENT means:

a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or

b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.

7. COMPUTER SYSTEM means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, DATA storage device, networking equipment or back up facility.

8. DATA means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

LMA5458

5 November 2020

19. NO COVERAGE SHALL BE PROVIDED HEREUNDER FOR ANY RISK IN RELATION TO IRAN, INCLUDING ANY GOODS OR SERVICES OF IRANIAN ORIGIN.

NO COVERAGE SHALL BE PROVIDED HEREUNDER FOR ANY RISK IN RELATION TO IRAN, INCLUDING ANY GOODS OR SERVICES OF IRANIAN ORIGIN.