

Property All Risk Insurance Terms and Conditions

Conditions : As per RAK National Insurance Co. PSC Property All Risks Insurance Standard Insurance Certificate Wording Subject to the following Clauses:

Extensions / Clauses:-

Standard Property All Risks Certificate LM 7 wordings and subject to the following Clauses and Extensions:

- Average Clause
- Electrical Clause
- Automatic Reinstatement of Loss Clause at pro-rata additional contribution
- Additional Interest Clause
- Fire Brigade Charges & Other Extinguishing Expenses - Limit: 5% of claim amount subject to a maximum of AED 25,000/- in the aggregate
- Architects, Surveyors, Legal and Consulting Engineers Fees Clause – Limit : 5% of claim amount subject to maximum of AED 25,000/- in the aggregate
- Capital addition clause up to 10% of the Sum covered subject to quarter declaration
- Removal of Debris – Limit : 5% of claim amount subject to maximum of AED 25,000/- in the aggregate
- Accidental damage to fixed glass limit upto AED 5,000/- anyone occurrence
- 72 Hours Clause
- Automatic Addition of New properties subject to declaration provision below
- Cancellation Clause – 60 days
- Civil Authority: Limit upto AED 500,000/- any one claim and in the aggregate
- Claims Preparation Costs – 5% of claim amount subject to a maximum of AED 25,000/- in the aggregate
- Designation of Property Clause
- Expediting Expenses Clause – 5% of claim amount subject to a maximum of AED 25,000/- in the aggregate
- Hazardous Substance
- Nominated Loss Adjusters Clause: Arab Loss Adjusters / Millers / Crawford / Whitelaw
- Mortgage Clause
- Non-Invalidation Clause
- Payment on Account Clause, as per Loss Adjustors recommendation

- Professional Fees Clause – Limit : 5% of claim amount subject to a maximum of AED 25,000/- in the aggregate
- Riots, Strike, Civil commotion and malicious damage as per LM7 wording: limit upto 50% of Sum Covered for each property
- Workmens Maintenance Clause
- Risk Engineering survey of all Commercial Properties, Labour Camps and Warehouse within 30 days of Certificate commencement and all recommendations suggested by the Risk Engineer to be complied within the timelines stipulated by the Risk Engineer
- Excluding business interruption/loss of rent and any consequential loss absolutely
- VAT CLAUSE

Natural Perils are defined as follows : Natural Catastrophe peril is defined as Natural Catastrophe: Earthquake, Liquefaction following earthquake, Tsumani, Seauquake, Volcanic Eruption, Ash cloud, Named windstorm, Hurricane, Extratropical Cyclone, typhoon, Derecho, Wind Driven water following named windstorm/Hurricane/ Extratropical Cyclone / Typhoon / Derecho, Storm Surge, Sand Storm, Tornado, Hail, Flood, Rain Water Accumulation, Wildfire, Winter storm and Fire following the aforementioned perils.

EXCLUSIONS (Common For all property types) :

- Electronic Data Endorsement D –NMA 2915A
- Nuclear Energy Risks Exclusion Clause
- Political risk exclusion endorsement
- IT Clarification Agreement Clause
- Water seepage and Underground Water Table Exclusion Clause
- Micro-organism Exclusion (MAP) (Absolute) – 2791MAP00001
- Total Asbestos & Mould Exclusion Clause
- Institute Radioactive Contamination, Chemical, Biological, Bio-chemical And Electromagnetic Weapons Exclusion Clause – CL 370
- Institute Cyber Attack Exclusion Clause (CL 380)
- Biological or Chemical Materials Exclusion - NMA 2962
- Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause - NMA 1622
- Industries, Seepage, Pollution and Contamination Exclusion Clause Ndeg;. 3 - 1685
- War and Terrorism Exclusion Clause - NMA 2919
- Sabotage and terrorism exclusion clause.
- Sanction Limitation and Exclusion Clause – LMA3100
- Transmission and distribution clause.
- Excluding any loss or damage arising during fit out work, construction, erection and snag work.

- Excluding any loss or damage arising due to lack of maintenance and or water damage caused by failure of building drainage system.
- Notwithstanding anything contained elsewhere in the Policy to the contrary in case of an indemnifiable loss or damage, the undamaged Property and/or the undamaged portion of the cladding are not covered under the subject claim.
- Subject to clean handover and all FF systems fully energized and functional
- Excluding willful acts, any fraudulent, criminal or dishonest act(s) of the insured
- Excluding Offshore Technology Risks such as oil platforms, pumping stations, sea cables, sea pipelines, single buoy Mooring and jetties.
- Excluding space risks and space-related risks such as satellites, spacecraft, launch vehicles and major components thereof from the beginning of transit to launch site; launch sites
- Excluding penalty clauses and guarantees of performance or production
- Excluding Machinery Breakdown, Machinery Breakdown Loss of Profits and Deterioration of Stock.
- Excluding Aircraft and watercraft, waterborne equipment
- Excluding motor vehicles licensed for road use except if declared within sum insured and only while on insured premises
- Excluding claims to land and water bodies
- Excluding Agricultural risks, Standing Crops, Crop Forestry (standing timber and plantations)
- Excluding silent risk absolutely
- Fidelity Guarantee exclusion
- Dishonesty, Disappearance and Destruction exclusion
- Warranted no foam production or processing or storage
- Communicable Disease Exclusion Clause
- Corona Virus (COVID 19) Exclusion Clause
- Infectious / Contagious Disease Exclusion Clause

Warranties

- In respect of Residential / Commercial Properties (Cladded Buildings):
 - Warranted that the insured shall ensure and comply with Civil Defence Regulations regarding fire safety and fire-fighting equipment at the premises during the currency of policy
 - Warranted that the premises containing the insured property are fitted with adequate fire extinguishing appliance, automatic sprinklers and that these shall be

maintained in full working condition throughout the currency of the policy.

- Warranted that the statutory electric regulation and civil defence regulations are strictly complied with
- Warranted no loose wiring and access to firefighting facilities should be free of any obstacles
- Hazardous Goods Warranty
- Bookkeeping Warranty
- Housekeeping warranty
- Warranted that the buildings have valid Civil Defence certificate, required as per UAE law number 24 of 2012
- Special warranty concerning cladded building shall apply
- Warranted fire rating for the cladding material should be submitted prior to attachment of cover

In respect of Residential / Commercial Properties (Non-Cladded Buildings):

- Warranted that the insured shall ensure and comply with Civil Defence Regulations regarding fire safety and fire-fighting equipment at the premises during the currency of policy
- Warranted that the premises containing the insured property are fitted with adequate fire extinguishing appliance, automatic sprinklers and that there shall be maintained in full working condition throughout the currency of the policy
- Warranted that the statutory electric regulation and civil defence regulations are strictly complied with
- Warranted no loose wiring and access to firefighting facilities should be free of any obstacles
- Bookkeeping Warranty
- Housekeeping warranty
- Hazardous Goods Warranty
- Terms quoted is on the basis that the building is non-cladded, however if it is a cladded building then the terms quoted becomes null and void ab initio.
- Warranted that the buildings have valid Civil Defence certificate, required as per UAE law number 24 of 2012

In respect of Labour Camp:

- Warranted firefighting facilities available in the covered premises as per municipal regulations
- Warranted covered premises comply with civil defence regulations
- Warranted all firefighting systems are in working conditions and are maintained regularly.

- Warranted housekeeping standards are maintained as per schedule and disposal of waste on daily basis
- Warranted no storage of Hazardous Material within the covered premises
- Warranted No Smoking sign will be displayed in prominent locations within the premises and shall be strictly implemented.
- Warranted that the buildings have valid Civil Defense certificate, required as per UAE law number 24 of 2012
- Warranted kitchen area should be separate and no cooking in the rooms
- Warranted Age of building less than 7 years and building is of RCC Construction.
- Warranted storeys less than or equal to 4 storeys

In respect of Warehouse:

- Warranted that the insured shall ensure and comply with Civil Defence Regulations regarding fire safety and fire-fighting equipment at the premises during the currency of policy
- Warranted that the premises containing the insured property are fitted with adequate fire extinguishing appliance, automatic sprinklers and that there shall be maintained in full working condition throughout the currency of the policy
- Warranted that the statutory electric regulation and civil defence regulations are strictly complied with
- Warranted no loose wiring and access to firefighting facilities should be free of any obstacles
- Bookkeeping Warranty
- Housekeeping warranty
- Hazardous Goods Warranty
- Pallet Warranty
- Housekeeping Warranty
- Warranted that the buildings have valid Civil Defence certificate, required as per UAE law number 24 of 2012
- Warehouse storing the following will be completely excluded:
 - (a) Flammable liquids having flash point below 32 deg c
 - (b) Explosives, Pyrotechnic Materials, Self-ignitable materials and Strong oxidizing Agents
 - (c) Matches carbides, spontaneously combustible materials and active materials such as magnesium and sodium
 - (d) Cotton, textiles, plastics manufacturing or storage, polythene, polyurethane, furniture, wood, joinery works and

foam for use as raw material for manufacturing or production process

Warning: : Insurer reserves the right for withdrawing the term and conditions following adverse risk profile

Deductibles: : Fire and Other Perils:

Residential Commercial buildings & RCC Labor camps: AED 1,000/- Each and Every Loss

Warehouse & warehouse with labor camp: AED 5,000/- Each and Every Loss

Act of God / Naturals Perils:

Residential /Commercial /Labour Camp & Warehouse - 10% of claim amount subject to minimum AED 10,000 Each and Every Loss.

Claim Notification Period : On the happening of any loss, destruction or damage the Participant shall forthwith give notice thereof in writing to the Company and shall within 15 days after such loss, destruction or damage or such further time as the Company may in writing allow at Participant's own expense deliver to the Company a claim in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property lost, destroyed or damaged and of the amount of loss, destruction or damage thereto respectively having regard to their value at the time of the loss, destruction or damage together with details of any other insurances on any property hereby covered. The Participant shall also give to the Company all such proofs and information with respect to the claim as may be reasonably required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No Claim under this policy shall be payable unless the terms of this Condition and warranties have been complied with.