104:1388/Dec/31

Fire Takaful Schedule

Policy No. : BAH/FIRE/20/906

Name of Participant : Amwaj Islands Central Owners Association

Address : Flat : 708 ,Building : 60 ,Block : 317 ,City : Diplomatic Area ,Country : Bahrain ,

Period of Takaful : 1 Years 0 Months 0 Days From 10/12/2021 0:00:00 To 09/12/2022 23:59:59 (Both Days

Inclusive)

Contribution

· As Agreed

Occupation of Covered Premises

: Amwaj Islands Public Utility Services

Territory : Kingdom of Bahrain

Currency : Bahraini Dinar

Situation of Risk : Amwaj Island, Kingdom of Bahrain

Property Insured	Sum Coverd
Amwaj Island, Kingdom of Bahrain	7,263,539.000
Public Utilities including, roads, bridges, land scaping, Street Lights, Security Gates and Access Control Systems (as per schedule attached)	7,263,539.000
Total in Dinars Seven Million Two Hundred Sixty Three Thousand Five Hundred Thirty Nine and 0 Fils Only	7,263,539.000

Risk Total in Dinars Seven Million Two Hundred Sixty Three Thousand Five Hundred
7,263,539.000
Thirty Nine and 0 Fils Only

Insured Perils:

Fire, Lightening, Explosion, Aircraft fall or object there from, earthquake, storm, tempest, flood, water damage due to burst pipes, vehicle impacts

Deductibles:

- 1 10% of the claim amount with minimum of BD 1,250/- for each and every loss in respect of RSMD
- 2 BHD 500.000 for each and every loss in respect of Third Party Property Damage
- 3 BHD 1,000.000 for each and every loss in respect of Material Damage



Continued Policy No. BAH/FIRE/20/906

The Following condition and Clauses are attached to and form part of this policy

As per Policy Clauses, Conditions & Exclusions wording Attached:

Clauses

- Special conditions relating to escape of water
 - Riot, Strike & Malicious Damage Limited to 25% of sum Insured any one occurrence and in aggregate
 - Third Party Liability Limited to BD 1,000,000/- any one occurrence and in the aggregate.
 - 72 Hour clause (All Natural Perils)
 - 85% condition of average clause
 - 15% escalation clause
 - Automatic Reinstatement of loss clause
 - Capital addition clause 10%
 - Claim Notification Clause
 - 30 Days Notice of Cancellation clause
 - Claim Preparation Clause limited to BD 50,000/- subject to insurer/surveyor approval
 - Designation of property clause
 - Debris removal clause 10% of claim, Max BHD 50,000 in aggregate
 - Electrical Clause
 - Fire Fighting Expenses/ Fire Brigade / Civil defense Costs BHD 25,000 any one loss and in aggregate
 - Impact Damage including impact by own vehicles
 - Involuntary Betterment
 - Minor works extension clause
 - Non Invalidation Clause
 - Payment on account clause
 - Plate Glass, interior and exterior signs accidental Damage Clause
- Professional/Architects/Surveyors/Consulting Engineers and legal Fees Clause 10% of claim amount, subject to max BHD 100,000 in the aggregate
- Public Utility Clause BHD 100,000 any occurrence and in aggregate
- Public Authority Clause BHD 100,000 any occurrence and in aggregate
- Loss minimization expenses BHD 25,000 any one claim and in the aggregate
- Loss or damage to property under insured's care control and custody BHD 1,500 any one occurrence and in aggregate
- Cost of replacing records BHD 10,000 any one occurrence and in aggregate
- Cost of removal / storage of common area contents necessarily incurred by an insured perils BHD 5,000 any one occurrence and in aggregate
- Cost of replacing landscaping damaged by an insured peril BHD 25,000 any one occurrence and in the aggregate\
- Loss or damage to personal property of others whilst in the owners legal control BHD 100,000
- Rent Receivable Clause
- Property kept in open or open sided shed are covered against fire only
- Reinstatement Value Clause
- Temporary repair Clause 10% of the normal repair cost
- Temporary removal clause 10% of equipment subject to maximum BHD 25,000 any one occurrence and in the aggregate (Limit 30 Days)
- Workmen Allowed Clause
- Innocent Non Disclosure
- Errors and Omission Clause
- Denial access clause Limit BD 100,000
- Expediting Expenses Limit BD 25,000
- Alteration and occupancy clause
- No Control clause
- Extra charges for overtime, Night works, Works on public holidays, Extra freight Limit BD 25,000
- Personal Effects and property of guests and employees- BHD 5,000 any one occurrence, BD 10,000 in the aggregate
- Neon Signs



Continued Policy No. BAH/FIRE/20/906

- Primary insurance clause
- Extend to cover water damages arising out from bursting of pipes and/or trade appliances /air conditioners
- Underground pipes and/or services including costs incurred in searching for/locating such damaged pipes

Third party Liability

- · Liability arising out of fire and exposion
- Property in care, custody or control of the insured including accidental damage to guest vehicle while parked at insured's premises – Limit BD 50,000
- · Cross liability and severability clause
- 30 Days cancellation clause
- 90 Days claim notification clause
- Sudden and accidental pollution and/or contamination clause –Limit BD 25,000/-
- · Legal defense costs
- Local Jurisdiction clause

Exclusions

- Nuclear Energy Risks in accordance with the [Nuclear Energy Risks Exclusion Clause (1994) NMA 1975(a) 10/3/94].
 Including Nuclear Fission, nuclear fusion or contamination by radioactivity
- Theft involving entry or exit by forcible and violent means
- Loss or damage caused by toxic mold, mycotoxins, mold or fungi in accordance with the RRC clause.
- Loss or damage caused by War and/or Civil War in accordance with the War and Civil War Exclusion Clause
- Loss or damage to data or caused directly or indirectly by data problems in accordance with the ["Data Exclusion Direct Damage"] ["Data Exclusion Business Interruption] clause.
- Riot, strike and malicious damage
- Civil Commotion
- Political Risks Exclusion Clause
- Products Liability, Products Guarantee, Products Recall and Products Warranty.
- Professional Indemnity, Defective Design, Medical Malpractice, Wrongful Advice, Errors and Omissions, Directors and Officers, Decennial Liability and the like.
- Sabotage risks.
- Terrorism risks as per the worldwide Terrorism Exclusion clause
- Transmission and distribution lines.
- Asbestos risks as per Asbestos Exclusion clause
- Mechanical or electrical breakdown or derangement
- Industries, Seepage, Contamination and any kind of pollution or environmental liability in accordance with the clause(NMA 1685)
- Communicable/ Pandemic Disease exclusion clause

Warranty

- Housekeeping Warranty
- Fire Extinguisherse

VAT Clause: In case of any changes in VAT rates, we shall charge you additional VAT on pro-rata basis for the period from the effective date of such changes in the VAT rate till the expiry of the policy

Ali Ayyad

Page 3 of 4



Continued Policy No. BAH/FIRE/20/906

In witness whereof the undersigned being authorised by and on behalf of the Company has set his hands in the Kingdom of Bahrain on 21/12/2021

For t'azur Company b.s.c. (c)

Authorised Signatory

TAKUR COMPANY B.S.C.CLOSED

VAT Tegn. No. 200000513800002

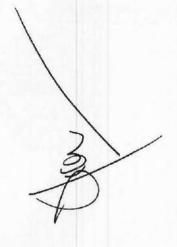
Building: 2347, Road/Street:2830,

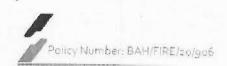
Svyh Al Seef, Block: 428, Country: Kingdom of Bahrain

Date: 21/12/2021



Category ASDAF (M²) MURJAN (M²) TALA (M²) TALA (M²) TALA INSIDE FC (M²) Total Area Rate Sum Insured Roads 150,753 14,325 25,558 10,222 200,858 9 1,807,723 FOOTHPATHS 119,719 9,869 16,485 5,005 6 15,575 9 1,355,195 GRASS 5,139 11,110 10,102 4,348 5 6 7,575 7,57 5,500 BRIDGES 3,669 1,673 1,4452 2,522 8 8 923 5 5,500 STREET LIGHTS 558 6 1,4452 2,522 8 8 923 5 5,500 PALIM TREES 899 10 11 3 0 8 931 25 462,500 System and Security 100,000 100,000 100,000 100,000 100,000 100,000)	((200	20/20						
45 150,753 14,325 25,558 10,222 200,858 9 45 119,219 9,869 16,485 5,005 6 150,577 9 45 51,191 11,109 10,102 4,348 76,750 7.50 4TS 558 62 116 43 58 88 925 500 7 ol 10 11 3 0 8 931 250 7 ol 10 11 3 0 8 931 250 7 ol 10 11 3 0 8 931 250 7 ol 10 10 8 931 253 253 7 ol 10 8 931 256 256	Category	ASDAF (M2)	MURJAN (M²)	NAJMAH (M²)	TALA (M²)	TALA INSIDE (M²)	FC (M²)	Total Area	Rate	Sum Insured
45 119,219 9,869 16,485 5,005 15,005 150,577 9 S 51,191 11,109 10,102 4,348 76,750 7.50 ITS 3,669 1,673 1,452 2,522 9,316 7.50 S 899 10 11 3 0 8 925 500 Frol 10 11 3 0 8 931 250 Frol 10 8 931 250 7,635	Roads	150,753			10,222			200,858		
S	FOOTHPATHS	119,219			5.005			150 527		
51,191 11,109 10,102 4,348 76,750 7.50 7.50 475 3,669 1,673 1,452 2,522 9,316 2 5 88 62 116 43 58 88 925 500 5 899 10 11 3 0 8 931 250 rol Total	LANDSCAPES							//C'DCT		
3,669 1,673 1,452 2,522 7.30 7.30 7.30 1TS 558 62 116 43 58 88 925 500 2 5 rol 10 11 3 0 8 931 250 2 rol 10 11 3 0 8 931 250 2 rol 10 8 931 250 2 2 2	GRASS	51,191	11,109					75.750		
4TS 558 62 116 43 58 88 925 500 5 899 10 11 3 0 8 931 250 rol 7263 Total	BRIDGES	3,669						9316		r
4TS 558 62 116 43 58 88 925 500 5 899 10 11 3 0 8 931 250 rol 7063 53 7063 53 7063 53 7063 53 7063 53 7063 53								04010		2,300,000
Frol Royal Control Royal Science	STREET LIGHTS	558		116	43					462,500
rol	PALM TREES	899			E	C				
Total 7 263 53	Access Control System and									
7 263 53	Security									200 001
				Total						7.763 539 000







togetherintrust

Fire & Lightning Takaful Plan

Preamble and Operative Clause

THIS TAKAFUL CONTRACT (herein after referred to as the "Plan") is made by and

Between

- t'azur Company b.s.c. (c), a Bahraini closed joint stock company incorporated under the laws of Bahrain (hereinafter referred to as the "Company"), and acting as an Agent/Wakeel for the Participant's Takaful Fund (PTF) and
- 2. Named participant as mentioned in the Schedule (hereinafter referred to as the "Participant")

Whereas

- A. The Participant desires to take a Fire and Allied Perils coverage in the manner hereinafter described and the Company has received from the Participant an Application Form and Declaration, which, together with any other written statements relating hereto, shall constitute the basis of this Plan and is hereby deemed incorporated herein.
- B. The Participant seeks to enter into a Takafui relationship for promotion of solidarity, mutual cooperation and assistance whereby any residual amounts may be declared as surplus as defined later in the Pian and made available to the Participants;

Therefore, the parties hereto hereby agree as follows:

- The Company shall, upon receipt of all contributions as per the attached Schedule and the happening of any
 contingency described hereinafter and further in strict accordance with the terms and conditions herein
 contained, shall indemnify the Participant against loss of or damage to the Covered Property by the covered
 perils as hereinafter more fully described.
- 2. The Company in this Plan is a Takaful company authorized by Central Bank of Bahrain and acting in accordance with the Shari'a principles and as an Agent/Wakeel for the Participant to manage the Takaful operations for fixed agency fees and acts as Mudarib for investment of Contributions and Funds within the risk pool, and is entitled to an agreed percentage of realized profits under the guidance of an appointed Shari'a Supervisory Board ("SSB").
- 3. The Contributions are donations to the Takaful Fund.
- 4. Part of Surplus, if any shall be distributed to the Participants at the end of each financial year according the Company's policy and approved by its SSB. From this distributed Surplus, 1% will be donated to a Social Responsibility Reserve under the supervision of the SSB. A percentage of the surplus shall be paid to the employees of the Company as bonus for their good performance. Similarly in case of deficit, an interest free loan/Qard Al-Hasan will be granted to the Takaful Fund by the Shareholders as per terms agreed and it shall be recovered from any surplus that may arise in the PTF in the subsequent years under SSB supervision.
- At the liquidation of the Company all the accumulated and undistributed surplus amounts in the Takaful Fund shall be distributed to charities under SSB's supervision.

Definitions and Explanation of Terminology

Agent/Wakeel

The representative of the Participant's Takaful Fund.

Application form

A signed statement of facts made by the applicant for Takaful, on the basis of which the Company carry out an underwriting in full accordance with the terms and conditions of this Plan. The application form becomes

part of the contract when the Plan is issued.

Company

t'azur Company b.s.c. (c)

Contribution

The amount paid by the Participant to the PTF based on a commitment to donate towards risk protection.

Covered Property

Contents specified in the Policy Schedule.

Declaration

Same as Plan Schedule.

Material Fact

Any fact that may affect the judgment of the Underwriter, in deciding whether to accept a risk or not and if it decides to accept, the terms on which it will do so. For an existing contract it affects the Company's judgement of whether it wishes to continue to cover the risk and if so on what terms.

Mudarib

The manager of an Investment Fund

Participant

Any person or entity who has entered into the Takaful Contract.

Participants' Takaful Fund

The Participants' Takaful Fund is a collective pool established, invested and managed by the Company with the sole purpose of providing Protection Benefits as per the terms of this Plan. All costs, expenses, charges and fees for maintaining and investing the assets of the Takaful Fund and any other expenses related to the Takaful Fund including the Re-Takaful or Reinsurance, claims expenses and strengthening reserves to secure or maintain the claim paying ability, shall be borne by the Takaful Fund. Any investment gains or losses on the assets of the Takaful Fund are credited or charged to the Takaful Fund.

Plan

The document evidencing the terms, conditions, benefits and price of the cover applicable to the Participant Member. The Plan constitutes of:

- The Application form(s) duly completed and signed by the Participant on behalf of the Participant Members
- The Plan schedule
- The table of benefits and general exclusions iii
- iv The general terms and conditions
- Membership cards
- Endorsements to any of the aforementioned vii. Membership guide, for information and guidance
- Plan schedule

The Plan schedule is the page of the Plan which lists the Company, its address, name of the participant, starting and ending dates of coverage, and the actual coverages given in the contract, including the locations and amounts.

Subterranean Fire

Underground fires.

Surplus

The Surplus comprised of residual Contributions of the Participants in addition to the reserves and profits, after deducting all expenses and indemnity amounts. The residual amount thus computed is considered a Surplus, rather than a profit.

Takaful

A kind of cooperative insurance under the management of a specialised company that adheres to the rules and principles of Islamic Shari'a.

Takaful Fund (PTF) A collective pool (and separate financial entity from the Company) established, invested and managed by the Company with the sole purpose of providing Protection Benefits as per the terms of this Plan. All costs, expenses, charges and fees for maintaining and investing the assets of the Takaful Fund and any other expenses related to the Takaful Fund, including the Re-Takaful or Reinsurance, claims, expenses and reserves to secure or maintain the claim paying ability, shall be borne by the Takaful Fund. Any investment gains or losses on the assets of the Takaful Fund are credited or charged to the Takaful Fund.

Wakala

The contract that appoints someone to be the Participant's Agent for a certain fee.

Qard Al-Hasan

An interest free loan (benevolent loan).





This Fire and Lightning Plan covers the losses and/or damages to the Covered Property against Fire and/or Lightning.

At any time before midnight of the last day of the Takaful Period mentioned in the Schedule or of any subsequent period in respect of which the Participant shall have contributed to the Fund and the Company shall have accepted the said Contribution required for the renewal of this Plan, the Fund will pay to the Participant the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such Property or any part thereof.

Provided that the liability under this Plan shall in no case exceed in respect of each item the sum expressed in the Schedule to be covered thereon and in the whole the total sum covered hereby, or such other sum or sums as may be substituted there for by memorandum hereon or attached hereto signed by the Company for and on behalf of the Fund.

The clauses below are only applicable if offered for coverage and accepted by the company both in writing and evidenced in the policy scheduled:

1. Allied Perils

The coverage under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include – Loss destruction or damage (by fire or otherwise) of or to the covered Property directly caused by –

- a. EXPLOSION but excluding damage by and/or to boilers (other than boilers used for domestic purposes), economizers or other vessels, machinery or apparatus in which pressure is used or to their contents resulting from their explosion.
- b. AIRCRAFT and other aerial devices or articles dropped therefrom excluding damage by pressure waves caused by aircraft and other aerial devices travelling at supersonic or sonic speeds.
- c. EARTHQUAKE or VOLCANIC ERUPTION including flood or overflow of the sea occasioned thereby.
- d. STORM and TEMPEST but excluding damage caused by -
 - Caused by the escape of water from normal confines of any natural or artificial water course or lake reservoir canal or dam or any water tanks, apparatus or pipes and inundation from the sea whether resulting from storm or otherwise.

Caused by frost, subsidence or landslip.

- iii. To awnings, blinds, signs or other outdoor fixtures and fittings, gates and fences and movable property in the open.
- iv. To premises in the course of construction, alteration, repair except when all outside doors, windows and other openings are complete and protected against storm or tempest.
- By water or rain other than by water or rain entering the building through openings made in its fabric by the direct force of the storm or tempest.
- vi. As a result of doors windows or roof lights being left open or in a defective condition.
- vii. Solely attributable to change in water table levels.

e. FLOOD but excluding damage -

- i. Caused by frost, subsidence or landslip.
- ii. To awnings, blinds, signs or other outdoor fixtures and fittings, gates and fences and movable property in the open.
- To premises in the course of construction, alteration, repair except when all outside doors, windows and other openings are complete and protected.
- iv. As a result of doors windows or roof lights being left open or in a defective condition.
- v. Resulting from the escape of water from any tank apparatus or pipes.
- vi. Caused as result of inability of gutters pipes downpipes and apparatus to convey rain water off and out of the building.
- f. VEHICLE IMPACT by any mechanically propelled vehicle or animal not belonging to or under the control of the Participant or Participant's employees.
- g. ESCAPE OF WATER FROM ANY TANK, APPARTUS OR PIPES excluding
 - Damage by water discharged or leaking from an installation of automatic sprinklers.
 - ii. Damage in respect of any building which is empty or left unoccupied for more than 30 days consecutively.
 - iii. Damage to the component or appliance from which the water escapes.
 - iv. Costs of locating and rectifying the source of escape of water.

SPECIAL CONDITIONS

- All Conditions of the Policy including the applicable deductible(s) (except in so far as they may be hereby expressly varied) shall apply to the extensions under this endorsement as if they had been incorporated herein.
- a. Each item of the Policy which is subject to any Condition or Conditions of Average is subject to the same Condition or Conditions of Average in respect of extensions given by this endorsement in like manner. The liability of the Company under this endorsement in.
 - The liability of the Company shall in no case under this endorsement and the Policy exceed the Sum Covered by each item of the Policy.

2. Theft

- a. Theft of property from the premises described in the Schedule to this Policy following upon felonious entry of the said premises by violent and forcible means, or
- b. Theft by a person in the premises who subsequently breaks out by violent and forcible means provided there shall be visible marks made upon the premises, at the place of such entry or exit, by tools, explosive, chemicals or electricity.

The Company, however, shall not be liable in respect of:



- Loss or damage where any member of the household of which the Participant is a member or an employee of the
 Participant is concerned as principle or accessory or resulting from any act committed by any other person lawfully on
 the premises in which the property is contained.
- Loss or damage upon the occasion of or consequent upon fire or explosion within such premises or any loss or damage which can be covered against by a Fire and Allied Perils section of this Policy.
- 3. Money, medals and Motor vehicles and accessories and live-stocks unless specifically mentioned in the Policy.
- 4. Losses due to confiscation, requisition or willful destruction by the Government or other lawfully constituted authorities.
- 5. Losses outside the territorial limits as described in the Schedule.

3. Reinstatement Value Clause

Applicable only to Building, Machinery, Furniture, Fixtures & fittings

In the event of the property covered within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the covered property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby".

Special Provisions:

- 1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Participant subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
- Until expenditure has been incurred by the Participant in replacing or reinstating the property destroyed or damaged, the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
- 3. If any the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Covered thereon or at the commencement of any destruction or damage to such property by any of the perils covered against by the policy, then the Participant shall be considered as being on his own for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
- 4. This Memorandum shall be without force or effect if:
 - a. The Participant fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
 - b. The Participant is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site

4. Loss of Rent

The Takaful cover on rent applies only if (any of) the covered building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage by the perils covered against and then the amount payable shall not exceed such portion of the sum covered on Rent as the period necessary for reinstatement bears to the term of the Rent covered.

The amount payable under this endorsement shall not exceed the amount or period mentioned in the schedule, or the time required for rendering the covered premises inhabitable, whichever occurs earlier.

Loss of Profit

The insurance provided by this policy is limited to loss of Gross Profit as defined due to (a) a reduction in Turnover and (b) an Increase in Cost of Working and the amount payable as indemnity hereunder shall be

a. In respect of reduction in Turnover:

The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the indemnity period shall, in consequence of the DAMAGE, fall short of the Standard Turnover.

b. In respect of Increase In Cost Of Working.

The additional expenditure (subject to the provisions of Memo 1) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Tumover which but for the expenditure would have taken place during the indemnity period in consequence of the DAMAGE, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of the DAMAGE.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the annual Turnover (or to a proportionately increased multiple thereof, where the maximum indemnity period exceeds twelve months), the amount payable shall be proportionately reduced.

Definitions

Gross Profit

12 months Gross Profit is defined as the amount by which sum of the Turnover and the amounts of Closing Stock and Work-In-Progress shall exceed the sum of the amounts of Opening Stocks and

Work-in-Progress and the amount of the following Uninsured Working Expenses.

Note: The amounts of the Opening and Closing Stock and Work-In-Progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision made for depreciation.

Uninsured Working

Production materials and consumables.

Expenses

Production related energy costs (gas, diesel and electricity). Bad Debts, Credit Card Commission, Discounts allowed.

Carriage, Packing and Freight.

Indemnity Period

The period beginning with the occurrence of the damage and ending not later than 9 months thereafter during which the results of the business shall be affected in consequence of the insured damage.

Turnover

The money paid or payable to the Insured for the goods sold and delivered and for services rendered in the course of their business at the premises.

Rate of Gross

Profit

The rate of gross profit earned on the Turnover during the financial year immediately before the

date of the damage.

Annual Turnover

The Turnover during the twelve months immediately before the date of the damage.

Standard Turnover

The Tumover during the period corresponding with the indemnity period in the twelve months immediately before the date of the damage appropriately adjusted where the indemnity period exceeds 12 months

To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.

Memorandum and Clauses

The following memoranda and clauses attach to and form part of this

policy: Memo 1

In respect of the Uninsured Working Expenses as defined in this policy which have been deducted from Turnover in arriving at the Gross Profit Sum Insured, when computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Gross Profit bears to the Sum of the Gross Profit and the Uninsured Working Expenses.

Memo 2 - Professional Fees

Any particulars or details which may be required by the insurers under Condition 5 of this policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants, auditors or others if so required

The insurers will pay to the Insured the reasonable charges payable by the Insured by virtue of preceding paragraph, to produce such information or particulars or details or proofs or evidence as may be required by the Insurer and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents, provided that the sum of the amount payable under this clause and the amount otherwise payable under this extension shall not exceed the amount shown in the Schedule.

Alternative Trading Clause

If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on the Insured's behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Sales during the indemnity period.

Return Premium Adjustment Clause

The premium paid hereon is considered provisional and will be adjusted on receipt by the Insurer of a declaration of Gross Profit earned during the financial year most nearly concurrent with the period of insurance, as reported by the Insured's auditors. The declaration of Gross Profit shall be proportionately increased to reflect the maximum indemnity period insured.

If any damage shall have occurred giving rise to a claim for loss of Gross Profit, the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Gross Profit earned by the business were reduced during the financial year solely in consequence of the damage.

If either declaration (adjusted as provided for above) is less than the respective sums insured for the relative period of insurance, the Insurer will allow a pro rata return of premium not exceeding 50% of the premium paid in respect of the Gross Profit element of the premium.





Designation Clause

The words and expressions used in the Definitions of this policy shall carry the same meaning as usually attached to them in the Insured's books of account.

Public Utilities

The insurance by Section 2 of this policy is extends to include consequential loss resulting from loss, destruction or damage to property at the undernoted situation provided that after the application of all other terms, conditions and provisions of the policy the liability of the Insurers under this Endorsement in respect of any one occurrence shall not exceed the limit shown in the limit of liability stated in the schedule of the policy whichever is the lesser.

Situation

Any generating station or substation of the public electricity supply undertaking, land-based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith, water works supply or pumping station of the public water supply undertaking or land-based premises of the public telecommunications undertaking from which the Insured obtains electricity, gas, water, fuel or telecommunications services from those undertakings to the premises, including lines, pipes cables conveying the said supply to the Insured's Premises, all within the territorial limits.

This extension of cover is subject to a limit of BD 100,000 any one

claim. Denial of Access Clause

This insurance by Section 2 of this policy extends to include consequential loss resulting from loss, destruction or damage to property in the vicinity of the premises (but excluding property of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunications services) which shall prevent or hinder the use of the premises or access thereto whether or not the property insured by this policy shall be damaged.

This extension is subject to a limit BD 100,000 in respect of any one

claim. Accumulated Stocks

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in Turnover due to the damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks.

Innocent Non-Disclosure

Notwithstanding anything contained in this policy to the contrary, it shall be a condition precedent of this insurance that the Insurer will not exercise its right to avoid this insurance on the grounds of any non-disclosure, misdescription, misrepresentation in any information relevant to the risks insured, unless the Insurer can establish that such non-disclosure, misdescription, misrepresentation was intentionally and dishonestly committed by the Insured.

Non-Invalidation

Notwithstanding anything contained in this policy to the contrary, this policy shall not be invalidated by any act or omission or by an alteration whereby the risk of loss or damage is increased, where knowledge of such is unknown to or beyond the control of the Insured, individually or collectively, provided that the Insured immediately that they become aware thereof, shall give notice to the Insurers and pay an additional premium if so required.

Workmen Allowed

Workmen are allowed on the Premises for the purpose of making structural and other alterations from time to time without prejudice to this insurance.

Payments on Account Clause

In the event of the occurrence of a loss under this insurance the Insurers will make payments on account in respect of such loss to the Insured, if so desired by the Insured.

Material Damage deductible Non-Appliance

Provided that at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that payment shall have been made or liability admitted therefore under such insurance.

However, this Provision shall not apply where payment is not made under such insurance solely by virtue of the application within such insurance of a clause or clauses excluding losses below a certain specified'.

General Conditions

1. Enrolment

Participation in the Takaful Fund takes effect on the Commencement Date shown in the Plan Schedule and ends on the Expiry Date. The Plan will be terminated or discharged in accordance with the Plan Terms and Conditions.

2. Interpretation

This Plan, the Proposal, the Plan Schedule, the General Conditions, any Special Conditions, the Warranties, the Exceptions, the Exclusions and the Endorsements known collectively as the Terms of the Plan, shall be read together as one contract and any word or expression to which a special meaning has been attached in any part shall bear such meaning throughout. The due observance and fulfilment of the terms of this Plan in so far as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers in the questionnaire and proposal made by the Participant shall be a condition precedent to any liability of the Company.



3. Contribution Received

No payment in respect of any Contribution shall be deemed to be paid to the Fund unless a printed form of receipt for the same signed by an official or duly appointed agent of the Company shall have been given to the Participant. Cover under this Plan shall not commence until the Contribution, as stated in the Schedule hereof, has been paid or guaranteed to be paid in the manner as stated in the Schedule or as expressly agreed and stated therein.

4. Notice

The Participant shall give notice to the Company of any Takaful or insurance already effected, or which may subsequently be effected, covering any of the Property which is the subject matter of this Takaful Plan, and unless such notice be given and the particulars of such Takaful or insurance be stated in or endorsed on this Plan by or on behalf of the Company before the occurrence of any loss or damage, all benefits under this Plan shall be forfeited.

5. Reasonable Precautions

The Participant shall take all reasonable steps to safeguard the Covered Property from loss or damage and the Company shall have at all times free and full access to examine the Covered Property or any part thereof. In the event of any loss or damage, proper precautions should be taken to prevent further loss or damage.

6. Other Coverages

If at the time any claim arises under this Plan there shall be any other Plan covering the same loss, damage, liability or expense, the Company shall be liable for such loss, damage, liability or expense, but shall be entitled to recover any amount paid in excess of its rateable proportion of any such loss, damage, liability or expense from the other Takaful operator or insurer. However, if the Property is covered by more than one insurer, the Company shall only be liable to pay a share of the indemnity amount and of the expenses and fees equal to the proportion of the Contribution amount over the aggregate of all Contribution amounts.

7. Misrepresentation, Fraud and Non-Disclosure

This Plan shall be voidable if there has been misrepresentation or non-disclosure of any material fact. If any claim under this Plan shall be in any respect fraudulent or if any fraudulent means or devices are used by the Participant or anyone acting on their behalf to obtain any benefit under this Plan or the liability or damage has resulted from a deliberate act committed by the Participant, or in collusion with any other, all or partial benefits hereunder shall be forfeited.

If for any payment made, it is discovered that the Participant or conniver is responsible for the fraudulent claim, The Company will be subrogated by the Participant and shall be entitled to pursue and enforce all rights of recovery in the name of the Participant from any third parties involved.

8. Reinstatement

All payments in respect of claims made under specific terms in the Plan Schedule of this Section shall reduce the sums covered under these items unless such sums covered shall be reinstated up to but not exceeding their original amounts by payment to the Company of such additional Contribution as the Company, may require.

- Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk, and the Participant shall provide the representatives of the Company, with all details and information necessary for the assessment of the risk.
- 10. The Participant shall immediately notify the Company by fax/email and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require and the scope of cover and or Contribution shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Participant whereby the risk is increased unless the continuance of the Plan is confirmed in writing by the Company.

11. All coverage under this Plan:

- a. On any building or part of any building.
- b. On any Property contained in any building.
- On rent or other subject matter of Takaful in respect of or in connection with any building or any Property contained in any building.

Shall cease immediately upon any fall or displacement:

- a. Of such building or of any part thereof.
- b. Of the whole or any part of any range of buildings or of any structure of which such building forms part.

This is provided that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any Property contained therein subject to increased risk of fire or is otherwise material, and provided that such fall or displacement is not caused by fire, loss or damage by which is covered by this Plan or would be covered if such buildings, range of buildings or structure were covered under this Plan.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Participant.

12. This Plan does not cover

- a. Loss by theft during or after the occurrence of a fire.
- Loss or damage to Property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.



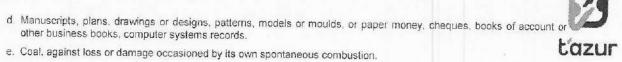
- c. Loss or damage occasioned by or through or in consequence of:
 - i. The burning of Property by order of any public authority
 - ii. Subterranean fire
- d. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- 13. This Takaful Plan does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this condition only, combustion shall include any self sustaining process of nuclear fission.
- 14. This Plan does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
 - a. Earthquake, volcanic eruption or other convulsion of nature.
 - b. Typhoon, hurricane, tornado, cyclone or other atmosphere disturbance.
- 15. This Plan shall exclude loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a. War, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military rising, martial law, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - b. Any act of terrorism. For the purpose of this clause an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or similar reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
 - c. Confiscation, requisition, sequestration, nationalisation, or similar act.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a and/or b and/or c of above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Plan the burden of proving the contrary shall be upon the Participant.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 16. Property damage covered under this Plan 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 change 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 Plan:
 - 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 of or damage to data or software which is the direct consequence of insured physical damage to the substance of Property shall be covered.
 - b. Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.
- 17. This Plan shall not apply to the following:
 - a. Nuclear energy risks.
 - b. 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.
- 18. This Plan does not cover any loss and/or damage and/or costs and/or expenses arising directly or indirectly from seepage and/or pollution and/or contamination, except for:
 - See page and/or pollution and/or contamination of Covered Property which results from fire and/or explosion as covered by this Plan.
 - b. Fire and/or explosion as covered by this Plan which results from seepage and/or pollution and/or contamination. Under no circumstances shall land and/or water and/or air be considered Covered Property under this Plan.
- 19 Unless otherwise expressly stated, this Plan does not cover:
 - a. Goods held in trust or on commission.
 - b. Bullion or unset precious stones.
 - c. Any curios or work of art for an amount exceeding BHD 50 / SR 500 / KWD50 / AED 500.



- f. Explosives.
- g. Any loss or damage occasioned by or through or in consequence of explosion. However, loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Plan.
- h. Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle and the clearing of lands by fire.
- i. Any upstream oil and/or gas activities such as oil and/or gas exploration, drilling, production/pumping, and control of well.
- j. Properties covered under Motor insurance/Takaful Plans of any type.
- k. Livestock and all consequential loss resulting therefrom (only if not specifically covered).
- I. Any liability for fines, penalties, punitive or exemplary damages.
- m. Underground mining operations.
- n. Offshore risks.
- 20. Under any of the following circumstances the coverage ceases to attach as regards the Property affected unless the Participant, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Plan, by or on behalf of the Company:
 - a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building covered or containing the Covered Property be changed in such a way as to increase the risk of loss or damage by fire.
 - b. If the building covered or containing the Covered Property becomes unoccupied and so remain for a period of more than 45 days.
 - c. If Property covered be removed to any building or place other than that in which it is herein stated to be covered.
 - d. If the interest in the Property covered pass from the Participant otherwise than by will or operation of law.
- 21. This Plan does not cover any loss or damage to Property which at the time of the happening of such loss or damage is covered by or would but for the existence of this Plan be covered by any Marine Plan or Plans except in respect of any excess beyond the amount which would have been payable under the Marine Plan or Plans had this Takatul Plan not been effected.
- 22. On the happening of any loss or damage the Participant shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage or such further time as the Company may in writing allow in that behalf, deliver to the Company:
 - a. A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of Property damaged or destroyed and of the amount of the loss or damage thereto respectively having regard to their value at the time of the loss or damage not including profit of any kind.
 - b. Particulars of all other Takaful/Insurance policies, if any.
 - The Participant shall also at all times at his own expense produce, procure, and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred and any matter touching the liability or the amount of the liability of the Company as may be reasonably required together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this Plan shall be payable unless the terms of this condition have been complied with.
- 23. On the happening of any loss or damage to any of the Property covered by this Plan, the Company may:
 - a. Enter and take and keep possession of the building or premises where the loss or damage has happened.
 - b. Take possession of or require to be delivered to it any Property of the Participant in the building or on the premises at the time of the loss or damage.
 - c. Keep possession of any such Property and examine, sort, arrange, remove, or otherwise deal with the same.
 - d. Sell any such Property or dispose of the same for account of whom it may concern.
 - The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Participant that he makes no claim under the Plan or if any claim is made until such claim is finally determined or withdrawn and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Participant or diminish its right to rely upon any of the conditions of this Plan in answer to any claim

If the Participant or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Plan shall be forfeited.

The Participant shall not in any case be entitled to abandon any Property to the Company whether taken possession of by the Company or not.

- 24. If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Participant or any one acting on his/her behalf to obtain any benefit under this Plan or if the loss or damage be occasioned by the willful act or with the connivance of the Participant or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection or (in case of an arbitration taking place in pursuance of the Arbitration Clause of this Plan) within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Plan shall be forfeited.
- 25. The Company may at its option reinstate or replace the Property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Takaful Company or Insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such Property as it was at the time of the occurrence of such loss or damage nor more than the sum declared under the Plan by the Company thereon.

If the Company so elects to reinstate or replace any Property the Participant shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the Property hereby covered because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall in every such case only be liable to pay such sum as would be requisite to reinstate or repair such Property if the same could lawfulfy be reinstated to its former condition.

- 26. The Participant shall at the expense of the Company with prior written approval of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Plan whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
- 27. If at the time of any loss or damage happening to any Property hereby covered, there be any other subsisting Takaful or insurance whether effected by the Participant or by any other person or persons covering the same Property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 28. If the Property hereby covered shall at the breaking out of any fire be collectively of greater value than the sum declared for coverage under this Plan and mentioned in the schedule of this Plan, then the Participant shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Plan shall be separately subject to this condition.
- 29. This Plan may at any time be terminated at the option of the Company, on thirty (30) days notice to that effect being given to the Participant at the last known address. In that case, the Participant shall be given an amount equivalent to a ratable proportion of the Contribution for the unexpired period of Plan from the date of such cancelation. This Plan may also be terminated at any time at the request of the Participant, in which case the Participant will be paid an amount equivalent to the actual Contribution made initially by him/her, less the amount worked as per the following scale applicable to the period during which the Plan has been in force:

Period not exceeding	Short Period rates as % of Annual Contribution
10 days	10%
1 month	20%
1.5 months	25%
2 months	30%
3 months	40%
4 months	50%
5 months	60%
6 months	70%
7 months	75%
8 months	80%
9 months	85%
Over 9 months	100%

30. The Takaful Plan is issued and underwritten by:

t'azur Company b.s.c. (c)
Licensed and regulated by the Central Bank of Bahrain
Registered in the Kingdom of Bahrain; Commercial Registration Number
66941. Capital: Authorised US\$ 500,000,000, Issued and Paid up US\$
58,000,000. Registered Office at:

Registered Office:

Le President Tower, 10th Floor, Building 2347, Road 2830, Block 428

Al Seef District Kingdom of Bahrain P.O. Box 31600 Telephone (+973) 17 561661, Fax (+973) 17 561669



Further Provisions

- 1. In these General Conditions, the singular includes the plural and the neuter includes the masculine and feminine and in Equire.
- Section headings are for convenience of reference only and shall not be construed as part of these General Terms and Conditions nor shall they limit or define the meaning of any provision hereof.
- 3. These General Conditions are issued in English and Arabic.
- 4. All rights and remedies conferred upon the Company by the General Conditions and by the Laws of the Kingdom of Bahrain in which this Plan is issued shall be cumulative of each other and neither the exercise nor the failure to exercise any such right or remedy shall preclude its subsequent exercise or the exercise of any other such right or remedy.
- 5. No failure by either party to take any action on account of any default by the other party whether in a single instance or repeatedly shall constitute a waiver of any such default or of any performance required herein. No express waiver by either party of the performance of any term or condition herein or of any default by the other party shall be construed as a waiver of any other provision or future performance or default.
- 6. Unless otherwise provided in these General Conditions, the Participant may send all his communications either by mail or delivery to the Company or a nominated intermediary. Any such communications to the Intermediary will be deemed to have been received by the Company on the date of the actual receipt of any such communications at the branches of the Intermediary.
- 7. No legal actions resulting from the contract shall be possible after a period of three (3) years or any other period as is applicable locally as from the date of the event that caused the legal action subject to any other provisions in the laws of the Kingdom of Bahrain.

Political Risk Exclusion Clause

Notwithstanding any provision to the contrary within this Plan or any endorsement thereto it is agreed that this Plan excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a. War, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military rising, martial law, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- b. Any act of terrorism. For the purpose of this clause an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or similar reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- c. Confiscation, requisition, sequestration, nationalisation, or similar act.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a and/or b and/or c of above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Participant.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Full Nuclear Exclusion Clause

This Plan shall not apply to the following:

- 1. Nuclear Energy Risks in accordance with the Nuclear Energy Risk Exclusion Clause NMA 1975a.
- 2. 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, save where such liability, loss, cost or expense arises under policies expressly exempted from NMA 1975a in respect of which the Company has specifically granted cover.

Total Asbestos Exclusion Clause

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

IT Clarification Clause

Property damage covered under this Plan 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 change 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 Plan:

- 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 of or damage to data or software which is the direct
 consequence of insured physical damage to the substance of Property shall be covered.
- Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.



The Plan shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain having regard to relevant regulations and regulatory authority and is subject to Shari'a rules and principles. In the event of a change in the law, regulations or practices including without limitation any form of fees and charges of any type on the Contributions, profits or funds related to the Plan Schedule or which affect the Company's ability without limitation to perform or provide benefits in relation to this Plan, the Company may after giving three (3) months notice to the Participant adjust the Contribution Rate or Plan Benefits to the extent it deems appropriate subject to the approval of the Board of Directors of the Company as necessary.

Arbitration

In the case of any conflict between the English and Arabic versions of the Plan, the latter shall prevail. Any dispute or difference between the parties in respect of this Plan shall be settled exclusively and finally by arbitration by an Arbitral Tribunal consisting of three arbitrators in accordance with the arbitral rules and procedures of the GCC Commercial Arbitration Centre in the Kingdom of Bahrain. The Arbitration shall take place in the Kingdom of Bahrain and subject to Shari'a rules and principles.

The language of arbitration, appointment of arbitrators etc. are set out in the rules of the Centre.

Warranties

All the following warranties are applicable to this policy unless stated otherwise.

W1. Fire Extinguishing Appliances

Warranted that all fire extinguishing if any installed in the premises are regularly serviced and mentioned in good working order and any fire buckets must be kept filled with water/sand.

W2 Fire Alarm

If the building referred to in the schedule contain fire extinguishing appliance in accordance with the details lodged with the company and is protected by an automatic fire alarm system.

It is warranted that the insured shall:

- Maintain the alarm and extinguishers in efficient working order.
- Notify promptly the installing engineers and the company of any serious disablement, disconnection or temporary disuse from any cause of the alarm installation and to have necessary repair carried out as speedily as possible.

W3. Fireproof Doors

Warranted that any fireproof doors or shutters be kept closed except during working hours and be maintained in efficient working order.

W4. Petroleum Products

Warranted that there is no storage or deposit for sale in the said building(s) of:

- i. Petroleum, Paraffin or other mineral Oil or Liquid
- ii. Animal or vegetable oils
- iii. Varnish, Naphtha or turpentine.

W5. Hazardous Goods

Warranted that unless specifically mentioned in the schedule no hazardous goods as defined below shall kept stored or used in or upon the premises described in this policy, other than quantities for private use or retail purposes not exceeding in all 3 percent of the sum insured on contents, or in the case of goods in sections A not more than 30 litres in all

Section A

Liquid fuels (other than fuel in the tanks of motor vehicles), fumigants, Minerals Oils and spirits, Varnishes and lacquers. Solvents, spirits and other inflammable liquids, flashing below 65 degrees centigrade.

Section B:

Ammunition, Blacks of all kinds, bitumen far and pitch, calcium carbide, celluloid (other than manufactured articles), cellulose paints, chlorates, cotton and other vegetable fibers and waste, explosives, fireworks, gas in cylinders magnesium, matches, metallic powders, naptha and its derivatives, nitrates and nitrides, nitric and sulphuric acids, potassium and its compounds, resins, rubber solutions and contacts adhesives, sulphur and sulphides.

W6. Smoking

Warranted that all smoking is banned within the warehouse areas and no smoking signs are prominently displayed throughout. W7. Stock Storage

Warranted that water perils cover is only granted on condition the stocks are stored at least 8 inches above the floor on pallets or racking and not directly on the floor.

W8. Waste

Warranted that:

- i. All trade refuse be swept up daily, placed in bags and re-moved from the premises at least once a week.
- Empty cardboard boxes which are of no further use and all waste materials must be removed from the premises and not allowed to accumulate.



TAZUR COMRANY B.S.C.CLOSED



Notwithstanding anything herein contained to the contrary in the line within policy, it is a condition of this policy that no claim shall be payable hereunder in respect of loss or damage arising out of or in relation to leakage of water through defective roof or due to defective pipe, resulting from its wear and tear/corrosion and improper maintenance, within the insured premises

Signature Clause

Authorised Signatory 5e.M.

t'azur Company bis/c. (c) Date: 20/12/2020