War, Terrorism and Political Violence Insurance Policy wording

Some of the words we use have a special meaning in this policy. If a word is in bold type, please read the definitions section and the policy schedule.

Cover and location	This insurance covers the **insured** property while at the named location(s) specified in the policy schedule against physical loss or physical damage ,occurring during the period of insurance, directly caused by: i. an **act of terrorism** and/or **sabotage** ; ii. **malicious damage**; iii. **riots, strikes, civil commotion**; iv. invasion, acts of foreign enemies, hostilities (whether war be declared or not) **civil war, rebellion**, **revolution, coup d'etat , insurrection or mutiny** ; or v. **war** ; Subject to the following terms, conditions and exclusions.
Basis of settlement	The basis upon which a claim will be settled is as follows: A. In respect of buildings damaged we shall pay you: The lesser of the reasonable cost of rebuilding or repairing, which may be carried out upon another site within the country where the building is located subject to our liability not being increased, to a condition substantially the same as but not better or more extensive than the condition of the lost or damaged building immediately prior to the loss, subject to the rebuilding or repairs being carried out. We will normally expect you to carry out repair or replacement of the insured building, but if you and we agree that it is not reasonable to do this, we will pay you an amount based on the lesser of the repair or replacement costs, less an allowance for fees and associated costs which are not incurred.

	If the buildings are not repaired or rebuilt within a reasonable period of time we will only pay the actual cash value. B. In respect of contents lost or damaged we shall pay you: i. on finished goods sold and awaiting collection, the regular selling price, less all discounts and charges to which such goods would have been subject had no loss occurred . ii. On other finished goods and on unfinished goods, the value of raw materials acquired and labor expended plus the applicable proportion of overhead charges attributable to such unfinished goods. iii. for property of others held at the insured property, the amount for which you are legally liable but in no event to exceed the actual cash value . iv. on film, tape, disc, drum , cell and other magnetic recording or storage media for electronic data processing, an amount not exceeding the cost of such media in unexposed or blank form plus the costs of copying electronic data from back up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data. If the media is not repaired or replaced the basis of valuation shall be the cost of the blank media. This insurance does not insure any amount pertaining to the value of such electronic data to you or any other party. v. on documents other than iv) above an amount not exceeding the cost of blank material plus the cost of labor incurred by you for transcribing or copying such records. This insurance does not insure any amount pertaining to the value of such documents to you or any other party. C. On all other insured property lost or damaged, we shall pay you the actual cash value. All amounts or values will be determined at the time of loss, and in no event will we be liable for more than the amount insured. Any salvages, recoveries and payments recovered or receive prior to the loss settlement shall reduce the amount of such loss settlement accordingly.

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Fees and associated costs	This insurance includes within the amount insured, but not exceeding the sub-limit stated in costs the policy schedule, cover for the following necessary and reasonable additional expenses that you incur in reinstating or repairing the insured property following damage insured under this insurance: i. fees to architects, surveyors , consulting engineers and other professional consultants used in the repair or reinstatement of the insured building(s); and ii. The cost of removing debris of insured property from the named location(s) and making the site and insured building(s) safe.
Excess	No claim shall be payable under this insurance unless the aggregate of all such claims arising out of each occurrence exceeds the excess amount specified in the policy schedule.

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Conditions, definitions and exclusions applying to the whole of this insurance Policy wording

Basis of insurance	All information provided in writing by you or your agent in connect ion with this insurance forms the basis of and is incorporated into this insurance. If you have not notified us about or have misrepresented any material facts or material circumstances relating to this insurance which are known by you or could reasonably be expected to have been known by you after proper enquiry, or make any claim knowing it to be fraudulent, or in the case of any fraud or false statement, this insurance will be void from the start of this insurance.
Definitions	For the purpose of this insurance:
Act of terrorism	An act of terrorism means an activity that: i. is committed for political, religious , ideological or similar purposes and involves a violent act or the unlawful use of force or an unlawful act dangerous to human life or tangible property; and ii. is carried out by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s); and iii. is intended to: a. intimidate or coerce a civilian population; or b. disrupt any segment of the economy of a government , state or country ; or c. overthrow , influence, or affect the conduct of any government de jure or de facto by intimidation or coercion ; or d. Affect the conduct of a government by mass destruction, assassination, kidnapping or hostage taking.
Actual cash value	Actual cash value means the lesser of the amount it would cost to repair or replace the insured property with material of like kind and quality, less an allowance for fees and associated costs which are not otherwise incurred, with proper deduction for obsolescence and physical depreciation. In the case of contents which cannot be repaired or replaced, actual cash value means the market value of those contents at the time of loss.
Amount insured	Amount insured means the maximum amount we will pay in the aggregate during the period of insurance as shown in the policy schedule.
Buildings	Buildings means a roofed and walled structure , including any signs, glass, interior decorations and fixtures and fittings, lifts, fixed fuel tanks, driveways , footpaths, walls, gates, satellite dishes and their fittings and masts.

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Civil commotion	Civil commotion means a substantial disturbance of the public peace by three or more persons assembled together and acting with common intent.
Civil war	Civil war means a hostile conflict by means of armed forces carried on between opposing citizens of the same country or nation.
Contents	Contents means fixtures and fittings (including interior decorations),machinery and equipment, office furniture , stock (including finished or unfinished goods manufactured by you or held for sale) for which values have been declared to and agreed by us.
Coup d'etat	Coup d'etat means a sudden change in government other than by democratic means brought about by the use or threat of violence.
Electronic data	Electronic data means facts, concepts and information converted to a form useable for communication, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Insured property	Insured property means the property specified in the policy schedule for which values have been declared to and agreed by us and shall include contents. For the avoidance of doubt we do not include land and water within insured property.
Insurrection	Insurrection means a violent uprising of citizens in resistance to their government.
Malicious damage	Malicious damage means the loss, damage or destruction of property caused by anyone intending to cause harm or mischief during the disturbance of the public peace which is committed for political, religious, ideological or similar purposes.
Mutiny	Mutiny means a willful resistance by members of legally constituted, armed or peacekeeping forces to a superior officer.
Occurrence	Occurrence means each and every loss or series of losses arising out of and directly caused by one event. However, the duration and extent of any one event with regard to the perils of terrorism, sabotage, malicious damage, riots, strikes and civil commotion shall be limited to physical loss or physical damage which occurs within a period of 72 consecutive hours. No such period of 72 hours may extend beyond the expiry of this insurance unless you shall first sustain direct physical loss or physical damage before the expiry of this insurance and within the aforesaid period of 72 consecutive hours, nor shall any period of 72 consecutive hours commence before the start of this insurance.
Pollutant and contaminant	Pollutant (pollution) and contaminant (contamination) includes but is not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence, or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

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Rebellion	Rebellion means a deliberate, organized and open resistance, by force and arms, to the laws or operations of a government, committed by ifs citizens.
Revolution	Revolution means the overthrow of a regime or political system by its citizens.
Riot	Riot means a violent disturbance by three or more people assembled together which threatens the public peace.
Sabotage	Sabotage means a subversive act or series of acts committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public in fear for such purposes.
Strike	Strike means a work stoppage by three or more workers to enforce demands made on an employer or to protest against an act or condition.
War	War means declared or undeclared hostile action between two or more nations or states save as excluded under Exclusion 1.ii.
We/us/our	We/ us/our means Underwriters participating herein.
You/your/yours	You/your/yours means the insured stated in the policy schedule.
Exclusions	This insurance does not cover : 1. Loss. Damage, cost or expense of whatsoever nature directly or indirectly occasioned by, happening through or in consequence of any of the following: i. any threat or hoax of a peril insured, as listed in the cover section of this policy; ii. war, invasion, acts of foreign enemies , hostilities (whether war be declared or not) between any of the following countries: the United Kingdom of Great Britain and Northern Ireland, the United States of America ,the Republic of France, the Russian Federation, and the People's Republic of China ; iii. the emission, discharge , dispersal , release or escape of any chemical or biological agent ; any electronic means including computer hacking or the introduction of any form of corrupting, harmful or otherwise unauthorised instructions or code or the use of any electromagnetic weapon. iv. This exclusion shall not operate to exclude losses (which would otherwise be covered under this policy) arising from the use of any computer , computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile; v. Pollution or contamination. However if:

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	a. a peril insured, as listed in the Cover section of this policy, is the sole, immediate and direct cause of physical loss or physical damage to insured property; and b. such physical damage is the sole, immediate and direct cause of pollution and/or contamination of insured property at the named location, then this policy, also insures the ensuing physical damage to insured property caused by such pollution or contamination but in no event shall this policy include any expense of clean-up or removal of land, water or air; vi. Vandalism, looting or theft unless such vandalism, looting or theft is a direct consequence of a peril insured under this policy. Notwithstanding the foregoing , theft or looting committed by or in collusion with any principal, shareholder (beneficial or otherwise), partner, director or other officer or any employee of yours is excluded from this insurance; vii. confiscation , nationalization ,expropriation , requisition, detention, legal or illegal occupation , embargo , quarantine by or under the order of any government or public or local authority; viii. possession of contraband or illegal transportation or illegal trade; ix. nuclear reaction, nuclear radiation or radioactive contamination , however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused; 2. loss of market, loss of income, loss of use, depreciation, reduction in functionality, increased cost of working, mysterious disappearance or unexplained loss or any other consequential loss , unless specifically provided for elsewhere within this policy; 3. loss of or damage to any building or contents therein, if such building has been unoccupied for more than thirty consecutive days unless you have obtained our prior written agreement ; 4. loss of or damage to aircraft, watercraft , locomotives or rolling stock or vehicles designed for road use unless such road vehicles : a. are located on the premises insured under this policy; and b. insured values have been declared to and agreed by us;

	5. loss of or damage to pipelines, transmission and distribution lines and their supporting structures outside of the named location(s) unless insured values have been declared to and agreed by us; 6. loss or damage by exposure to or existence of asbestos or the cost of asbestos material removal; 7. loss of or damage to land (including but not limited to land on which the insured property is located) or water ; 8. loss of or damage to any animal, plant or tree; 9. any financial loss related to the value of electronic data to you or any other party; and 10. Any loss insured elsewhere. This includes a claim where, but for the existence of this insurance, you would be entitled to be paid under any other policy, bond, government or other indemnity or cover except for any amount in excess of the amount which would have been covered under such other policy, bond or scheme or cover (which, for the avoidance of doubt, includes any cover for riots, strikes, civil commotion and terrorism under a property or builder's risk insurance).
Conditions	
Notice and proof of loss	It is a condition precedent to our liability that in the event of loss or damage or circumstances arising that may give rise to a claim under this insurance notice is to be given to us through your broker or agent as soon as reasonably possible or within 21 days, whichever the sooner. If you make a claim under this insurance you must give us such relevant information and evidence as may reasonably be required by us and co-operate fully in the investigation or adjustment of any claim. if required by us, you must submit to examination under oath by any person designated by us. Before a claim can be paid you shall render a signed proof of loss as soon as reasonably practicable .If such proof has not been received by us within 12 months of the expiry date of this policy, we shall be discharged from all liability hereunder in respect of such loss.
Due diligence	You (or any of your agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect the insured property or remove the contents, to avoid or diminish any loss insured and to secure compensation for any such loss including protecting rights and taking action

	against other parties to enforce any rights and remedies or to obtain relief or indemnity.
Change in Circumstance	You must notify us immediately of any change in your business operation during the period of insurance which will materially affect this insurance. This includes but is not limited to changes in management, ownership or control of your business, any change in the nature of the business carried out at the insured property, in your operating conditions or values at risk. We may then vary the terms and conditions of this insurance. If you are in any doubt whether a change is material you should consult your broker or agent.
Inspection	We, or our agent, have the right, at our own expense, to inspect at any reasonable time the insured property. Any such inspection will not constitute a guarantee or confirmation of safety of insured property or any other buildings or property following notice of a claim or loss or damage or circumstances that may give rise to a claim under this insurance.
Multiple insured's	Our total liability for any loss or losses sustained by any one or more of you under this insurance or any extension hereto will not exceed the amount insured. We shall have no liability in excess of the amount insured whether such amounts consist of insured losses sustained by all of you or any one or more of you. You agree that the insured named in the policy schedule, or if there is more than one insured named in the policy schedule the first of them, is authorized to receive all notices and agree any amendments to the policy.
Third parties	This insurance is affected solely between you and us. Pursuant to the Contract(s) Rights Against Third Parties (Act 1999), nothing in this policy is intended to give any third party any benefits under this insurance or the right to enforce a term of this insurance .
Protections maintenance	You must ensure that all physical protections notified to us are in full and effective operation at all appropriate times. You must ensure that all fire alarm and security systems notified to us are fully activated whenever the named location is left unattended. You must also advise us as soon as reasonably possible if for any reason a system is not working properly. We may then vary the terms and conditions of this insurance. All systems must be regularly serviced under contract by a reputable company at least annually.
Under insurance	If, at the time that any insured property is lost or damaged, the total value of all insured property at that location is greater than the declared value for that location, then you shall only be entitled to recover such proportion of the loss or damage as the declared value bears to the total value of all insured property at that location.

Assignment	No assignment of or change of interest in this policy or in any amount payable under it will be binding on or recognized by us unless you have obtained our prior written agreement.
No benefit to bailee	This policy will not operate in any way to the benefit of any bailee or any person to whom insured property is entrusted for any purpose.
Subrogation	We shall be entitled but not obliged to take over and deal with in your name (but at our expense) the defense or settlement of any claim brought by the owners of others interested in the property of others held at the insured property and to bring proceedings in your name to recover for our benefit the amount of any payment made under this policy, including our own costs and expenses. We shall be entitled but not obliged to exercise all of your rights and remedies and you shall give all assistance in your power as we may require.
Salvage and recoveries	All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this policy shall be for our benefit.
Abandonment	There shall be no abandonment to us of any property.
Cancellation	This policy may be cancelled by us as a result of non-payment of premium.
Arbitration	All disputes which may arise under, out of or in connection with or in relation to this policy or the determination of the amount of loss hereunder shall be submitted to arbitration in London at the London Court of International Arbitration in accordance with its rules at the date of such submission. The seat of the Arbitration shall be London. The award rendered by the Arbitrator(s) shall be final and binding upon both you and us.
Law	The construction , validity and performance of this policy and all matters arising there from shall be governed by the laws of Qatar,

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