

# South Dot.





**SECCION I - GENERAL**

<b>Insured</b>	prueb2 and/or subsidiaries, associated or branches by their own interest declared into the company values.
<b>Period</b>	From 22-10-2024 01:00:00 to 22-10-2025 00:59:00 Local Std time
<b>Cedent</b>	23123
<b>Territoriality</b>	United States
<b>Currency</b>	BZD - Belize dollar
<b>Law &amp; Jurisdiction</b>	United States
<b>Policy Type</b>	Stand Alone
<b>Machinery Breakdown</b>	
<b>Nat Cat</b>	YES
<b>Terrorism</b>	YES
<b>Liability</b>	YES
<b>Agro</b>	
<b>Marine</b>	
<b>Exchange Rate to US\$</b>	42,343.24



**SECCION II - PARTICULAR**

<b>Total Values</b>	500,000.00
<b>Compensation Limit</b>	0.00
<b>Payment Warranty</b>	22-01-2025 02:00:00
<b>Taxes (%)</b>	543.45
<b>Commissions (%)</b>	345,345.34
<b>Reinsured</b>	45345
<b>Proposal Sharing (%)</b>	35,345.43
<b>Proposal Gross Premi</b>	4,534.54
<b>Type Coverage</b>	Quota Share
<b>Quota Share</b>	45.34



**SECCION III - CONDITIONS**

**LOCATIONS AND VALUES**

	Location/City	Country	Latitude	Longitude	Building, USD	Content USD	Stock, US\$	BI, US\$	USD
1	S/E Vinto (Oruro, Prov. Cercado)	Bolivia	-17.9694	-67.0458	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
2	S/E Manzanarez (Manzanares el Real, Madr)	España	40.7271	-3.8649	25,437,741	22,387,741	21,237,741	27,654,741	96,717,964
3	S/E Tarragona (Tarragona, Tarragona)	España	41.1186	1.2453	12,345,643	12,983,456	982,345	1,245,666	27,557,110
4	Estacion ACOR (A Coruña)	España	51.7705	56.1662	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
5	Estacion ALAC (Alicante)	España	20.1032	52.4376	25,437,741	22,387,741	21,237,741	27,654,741	96,717,964
6	Estacion ALBA (Albacete)	España	40.4941	23.0076	12,345,643	12,983,456	982,345	1,245,666	27,557,110
7	S/E Tarragona (Tarragona, Tarragona)	España	41.1186	1.2453	12,345,643	12,983,456	982,345	1,245,666	27,557,110
8	Estacion ACOR (A Coruña)	España	51.7705	56.1662	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
9	S/E Tarragona (Tarragona, Tarragona)	España	41.1186	1.2453	12,345,643	12,983,456	982,345	1,245,666	27,557,110
10	Estacion ACOR (A Coruña)	España	51.7705	56.1662	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
11	Sector 11 ( Madrid )	España	40.7271	-3.8649	25,437,741	22,387,741	21,237,741	27,654,741	96,717,964
12	Sector 12 ( A Coruña )	España	41.1186	1.2453	12,345,643	12,983,456	982,345	1,245,666	27,557,110
13	Sector 13 (Albacete)	España	51.7705	56.1662	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
14	Sector 14 ( Tarragona )	España	20.1032	52.4376	25,437,741	22,387,741	21,237,741	27,654,741	96,717,964



SUM INSURED									
	Coverages	Perils	Coinsurance%	Lim_OC	Lim_USD	Deductible_USD	EEL	AA	State
1	MATERIAL DAMAGE	FLEXA	0.0000%	100,000,000.0000	50,000,000	25,000	YES		COVERED
2	MATERIAL DAMAGE	NAT CAT	0.1000%	200,000,000.0000	50,000,000	25,000	YES	YES	NO COVERED
3	CONSECUENCIAL LOSS	BI	0.0000%	3,000,000.0000	12,500,000	0	YES		COVERED
4	CONSECUENCIAL LOSS	LOSS OF RENT	0.0000%	0.0000	0	0			COVERED
5	CONSECUENCIAL LOSS	DEBRIS REMOVAL	0.0000%	0.0000	0	0			NO COVERED
6	CONSECUENCIAL LOSS	EXTRAORDINARY EXPENSES	0.0000%	0.0000	0	0			NO COVERED
7	MACHINERY BREAKDOWN	BI	0.0000%	0.0000	0	0			NO COVERED
8	MACHINERY BREAKDOWN	MACHINERY	0.0000%	40,000,000.0000	2,500,000	15,000	YES		COVERED
9	CASUALTY		0.0000%	0.0000	0	0			NO APPLY



SUBLIMITS												
	Coverage	US\$	MIN US\$	MIN US\$	ONLY	ONLY	%TIV	%TIV	%Loss	%Loss	Day	Difer
1	Coverage	0	0	0	0	0	0	0	0	0	0	0
2	Flexa	12,346	0	0	2,000	5,500	0	0	0	0	0	4,000
3	Goods Temporary Removed	0	0	0	0	0	0	0	0	0	0	0
4	Insured's Goods/Property in third-part	0	0	0	0	0	0	0	0	0	0	0
5	Goods Recently Acquired	0	0	0	0	0	0	0	0	0	0	0
6	Good Outdoor	0	0	0	0	0	0	0	0	0	0	0
7	Good Third parties Property	0	0	0	0	0	0	0	0	0	0	0
8	Crystals, Signs, and Marquees	0	0	0	0	0	0	0	0	0	0	0
9	Stands, Fairs, and Expositions	0	0	0	0	0	0	0	0	0	0	0
10	Personnel property	0	0	0	0	0	0	0	0	0	0	0
11	Automatic cover for known items	0	0	0	0	0	0	0	0	0	0	0
12	Locations unknown	0	0	0	0	0	0	0	0	0	0	0
13	Refrigerated Merchandise (including dete	0	0	0	0	0	0	0	0	0	0	0
14	Fine Art and Valuable articles (includin	0	0	0	0	0	0	0	0	0	0	0
15	Power Transmission lines up 300 mts fro	0	0	0	0	0	0	0	0	0	0	0
16	Molds, models, and cliches	0	0	0	0	0	0	0	0	0	0	0
17	Hurricanes, gales, cyclones, and Tornado	9,000,000	1,000	5,000	0	0	0	0	1	2	0	0
18	Earthquakes, Tsunami, Volcanoes	10,500,000	1,200	5,000	0	0	0	0	1	2	0	0
19	Flood	12,000,000	1,400	5,000	0	0	0	0	1	2	0	0
20	Freezing	13,500,000	1,600	5,000	0	0	0	0	1	2	0	0
21	Snow Accumulation Damage	15,000,000	1,800	5,000	0	0	0	0	1	2	0	0
22	Damages due to water and other Substance	0	0	0	0	0	0	0	0	0	0	0
23	Spillage and Pollution Damages	0	0	0	0	0	0	0	0	0	0	0
24	Business Interruption	0	0	0	0	0	0	0	0	0	10	10
25	Business Interruption Machinery Breakdow	0	0	0	0	0	0	0	0	0	10	10
26	Civil Authority	0	0	0	0	0	0	0	0	0	10	10
27	Interruption of Access	0	0	0	0	0	0	0	0	0	10	10
28	Fees to engineers, architects, and topog	0	0	0	0	0	0	0	0	0	0	0
29	Professional Fees	0	0	0	0	0	0	0	0	0	0	0
30	Interdependence	0	0	0	0	0	0	0	0	0	0	0
31	Clients	0	0	0	0	0	0	0	0	0	0	0
32	Suppliers	0	0	0	0	0	0	0	0	0	0	0
33	Consequential losses	0	0	0	0	0	0	0	0	0	0	0
34	Expediting Expenses	0	0	0	0	0	0	0	0	0	0	0
35	Extraordinary Expenses	0	0	0	0	0	0	0	0	0	0	0
36	Loss of Leasing 12 Months	0	0	0	0	0	0	0	0	0	0	0
37	Increase in Operational Costs	0	0	0	0	0	0	0	0	0	0	0
38	Demolitions/ Increase of cost of constru	0	0	0	0	0	0	0	0	0	0	0
39	Debris Removal	0	0	0	0	0	0	0	0	0	0	0
40	Removal & Cleanup of pollutant and conta	0	0	0	0	0	0	0	0	0	0	0
41	Machinery Breakdown (Munchener)	0	0	0	0	0	0	0	0	0	0	0
42	Repairs/Extensions, Minor Constructions	0	0	0	0	0	0	0	0	0	0	0
43	Contractors' Equipment (Excluding Liabil	0	0	0	0	0	0	0	0	0	0	0
44	Sabotage & Terrorism	29,000,000	0	0	0	0	1	2	0	0	0	0
45	Strikes and Civil Commotion	0	0	0	0	0	0	0	0	0	0	0



46	Errors & omissions	0	0	0	0	0	0	0	0	0	0	0
47	Data Processing	0	0	0	0	0	0	0	0	0	0	0
48	External & mobile Data processing	0	0	0	0	0	0	0	0	0	0	0
49	Fixed Data Processing Electronic Equipme	0	0	0	0	0	0	0	0	0	0	0
50	File?s restitution/books and documents	0	0	0	0	0	0	0	0	0	0	0
51	Bad Debt Documents	0	0	0	0	0	0	0	0	0	0	0
52	Self ? Combustion	0	0	0	0	0	0	0	0	0	0	0
53	Fire Extinction expenses	0	0	0	0	0	0	0	0	0	0	0
54	Fire Extinction expenses by Foam or Chem	0	0	0	0	0	0	0	0	0	0	0
55	Water reservoirs	0	0	0	0	0	2	5	0	0	0	0
56	Permits & Licenses	0	0	0	0	0	0	0	0	0	0	0
57	Property while in transit	0	0	0	0	0	0	0	0	0	0	0
58	Robbery coverage	0	0	0	0	0	0	0	0	0	0	0
59	Theft of General Content Including Goods	0	0	0	0	0	0	0	0	0	0	0
60	Claim Preparation (loss adjustment) expe	0	0	0	0	0	0	0	0	0	0	0
61	Liability (Risks covered)	0	0	0	0	0	0	0	0	0	0	0
62	T O T A L	0	0	0	0	0	0	0	0	0	0	0



**LOSS RECORD**

	Date of Loss	Notice Date	Description	Policy No.	Branch	Franchise US\$	Recl. US\$	Comp. US\$	State
1	07/22/2019	07/25/2018	Megger MIT1020 equip	20011008	TRM	123,456	0	0	DECLINADO
2	1/31/2018	07/25/2019	Damage to Fluke 726	20011007	TRM	0	0	234,567	PAGADO
3	07/22/2019	07/25/2020	Megger MIT1033 equip	20011006	TRM	654,321	0	0	DECLINADO
4	1/31/2018	07/25/2021	Damage to Fluke 321	20011005	TRM	0	0	432,156	PAGADO
5	07/22/2019	07/25/2022	Megger MIT1020 equip	20011004	TRM	843,256	0	0	DECLINADO
6	1/31/2018	07/25/2023	Damage to Fluke 123	20011003	TRM	0	0	543,212	PAGADO





HISTORY PREMIUMS RATES																			
COVERAGES																			
NATURAL PERILS										PERILS								Total	
Year	EARTHQUAKE		HURRICANES		FLOOD		OTHERS		FIRE		MACHINERY		BI		OTHERS		%Increasing	Total	
	Values	Rates	Values	Rates	Values	Rates	Values	Rates	Values	Rates	Values	Rates	Values	Rates	Values	Rates		Values	Rates
1995	100000	17.5			1111111	12													
1996	200000	21	2222222	12	1250000	25	1000000	12	50000	10								1234567	10
1997			3300000	25			1250000	25	100000	20	1000000	12			1000000	12		2345678	22
1998					1250000	25	1000000	12			1250000	25	1000000	12	1250000	25		3456789	33
1999	300000	17.5					1250000	25					1250000	25					
2000	400000	21	4444444																
2001			5555555																



<b>TIV HISTORY</b>										
<b>VALUES IN ORIGINAL CURRENCY</b>										
Year	Currency	Roe Applied	Building	Contents	Machineriēs	Stocks	Bl	Others	% Increasing	Total Insuranced Values (USD)
2018	US\$	111111	111112	123456	123456	123456	123456	123456	30	222222
2019	US\$	222222	111112	222222	222222	222222	222222	222222	30	333333
2020	US\$	333333	111112	333333	333333	333333	333333	333333	30	444444
2021	US\$	444444	111112	436214	436214	436214	436214	436214	30	555555
2022	US\$	555555	111112	541152	541152	541152	541152	541152	30	666666
2023	US\$	666666	111112	646091	646091	646091	646091	646091	30	777777
2024	US\$	777777	111112	642123	642123	642123	642123	642123	30	500000



## General Conditions

### ASBESTOS ENDORSEMENT - LMA 5019

A- This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:

- (i) any faults in the design, manufacture or installation of the asbestos;
- (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

### COMMUNICABLE DISEASE ENDORSEMENT - LMA 5393

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- 2.1. for a Communicable Disease, or
- 2.2. any property insured hereunder that is affected by such Communicable Disease.



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

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

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

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

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the policy remain the same

#### PROPERTY CYBER AND DATA ENDORSEMENT - LMA 5400

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the 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 the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing



Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

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

5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

**Definitions**

6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7 Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8 Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9 Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System. 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

**CLAIMS COOPERATION CLAUSE - NMA 2737**

Notwithstanding anything to the contrary contained in this Reinsurance it is a condition precedent to Reinsurers' liability under this Reinsurance that:

1.The Reinsured shall give to the Reinsurer(s) written notice as soon as reasonably practicable of any claim made against the Reinsured in respect of the business reinsured hereby or of its being notified of any circumstances which could give rise to such a claim.



2.The Reinsured shall furnish the Reinsurer(s) with all in formation known to the Reinsured in respect of claim or possible claims notified in accordance with(a) above and shall the re after keep the Reinsurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.

3.The Reinsured shall co-operate with the Reinsurer(s) and any other person or persons designated by the Reinsurers in the investigation, adjustment and settlement of such claim notified to the Reinsurer(s) as aforesaid.

#### WAR AND TERRORISM EXCLUSION ENDORSEMENT - NMA 2918

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance 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;(1)war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or(2)any act of terrorism. For this endorsement, 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement 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 (1) and/or (2) above. If the Underwriters allege that because of this exclusion, any loss, damage, cost, or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### AVERAGE CLAUSE - NMA 348

This Policy is subject to the condition of average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the Sum Insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this Policy bears to the total value of the said property.

#### WAR AND CIVIL WAR EXCLUSION CLAUSE - NMA 464

Notwithstanding anything to the contrary contained herein, this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.



**PREMIUM PAYMENT WARRANTY (90 DAYS) - (TOR) 4/86**

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers within 60 (sixty) days of the inception of the policy period.

If this condition is not complied with, then this contract of insurance will then immediately terminate with the insured hereby agreeing to pay a premium calculated at not less than pro rata temporis.

**Particular Conditions**

**(RE)INSURERS LIABILITY CLAUSE - LMA 3333**

(Re)insurer's liability several not joint the liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning ?signing? below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

**Proportion of liability**

Unless there is ?signing? (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its ?written line?.

Where this contract permits, written lines, or certain written lines, may be adjusted (?signed?). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a ?signed line?. The signed lines



shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

#### BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION - NMA 2962

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### Additional Conditions

#### CLAIMS CONTROL CLAUSE - LMA 5073

Notwithstanding anything contained in the Reinsurance Agreement and/or the Policy wording to the contrary, it is a condition precedent to any liability under this Policy that:

- A) The Reinsured shall, upon knowledge of any circumstances which may give rise to a claim against this Policy, advise the Reinsurers thereof by e-mail, facsimile, or in writing immediately and in any event within ..... days.
- B) The Reinsured shall furnish the Reinsurers with all information respecting any claim or claims notified by a) above and shall thereafter keep the Reinsurers fully informed as regards all developments relating thereto as soon as reasonably practicable.
- C) The Reinsurers shall have the right to appoint adjusters and/or representatives on their behalf to control all negotiations, adjustments, and settlements in connection with such claims or claims.
- d) No settlement and/or compromise shall be made and no liability admitted without the prior written approval of the Reinsurers.

#### ELECTRONIC DATA ENDORSEMENT A - NMA 2914

##### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- 1. This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 2. ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmers, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 3. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized





instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

4. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

5. However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

-Listed Perils

-Fire

-Explosion

## 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed [Response] any one loss, incurred by the Assured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

## Risk Control Conditions

### Fork Lift Truck Clause - Fork Lift Truck Clause

It is a condition of the insurance for the perils of Fire and/or Explosion under this Policy that the Insured:

a) shall not carry out electrical recharging or other refueling of fork lift truck or similar goods conveying vehicles outside working hours;

b) shall maintain a clear space separation of at least two meters between vehicles being electrically recharged and all combustible materials;

c) shall carry out petrol, diesel or gas refueling only outside buildings, or in a well-ventilated segregated area of the building at least six meters distant from all combustibles.

### Moveable Equipment Clause - Moveable Equipment Clause

It is a condition of this insurance that:



a) outsider Working hours:

i) all items of automotive plant and equipment shall be secured either within the Buildings or within the secure yard area;

ii) all items of automotive plant, automotive vehicles and similar equipment shall be parked not less than six meters from any type of combustible materials;

b) when not attended, all items of automotive plant and equipment shall have ignition keys removed and where security devices/trackers/immobilizers are fitted these shall be enabled.

Waste Materials Received - Waste Materials Received

a) The Insured shall maintain suitable procedures to record the type(s) of waste materials received from each supplier or customer in each consignment arriving at the specified insured Location(s).

b) The Insured shall not contract with any supplier or customer to accept materials that the Insured recycles during the Policy period, other than material(s) consistent with the Business description as shown in the Schedule of this Policy.

c) All items and materials received for recycling shall first be fully checked prior to their storage or further processing:

(i) Any closed boxes, bags and/or other containers of material received for recycling, shall first be opened or emptied and the contents fully checked prior to their storage or any further processing.

(ii) Any items or materials that are found to be other than those detailed in paragraph (b) above shall immediately be removed from further processing and placed in quarantined storage.

(iii) High hazard items/materials\*Any items or materials found that may present a high fire risk or fire ignition source\* shall immediately be removed from further processing and placed in quarantined storage: in closed metal containers at least five meters from the Buildings or in a safe location in the open at least ten meters from the Buildings, and at least two meters from the perimeter of the premises.

\* Such items or materials would include (but not be limited to):

?cigarette lighters; aerosols; gas cylinders; fuel containers (with or without contents); flammable liquids; oils or grease;

?fireworks; ammunition;

?chemicals; fertilizer; refrigerants; cleaning agents; solvents; glues or adhesives;

?tar; sealants; paint or varnish; paint stripper; paint rags;

?pharmaceutical products; cosmetics; medicines;

?batteries; fluorescent, halogen, mercury or LED bulbs or tubes; thermometers; toner cartridges;

?fridges/freezers; television tubes;

?tires;

?expanded polystyrene packaging; bean bags; polystyrene beads; foam plastic insulation (rigid or flexible);

?mattresses;

?any items/materials which are hot, smoldering or burning; unless the processing of



such items or materials is as expressly included within the Business description as shown in the Schedule of this Policy.

d) All quarantined items/materials shall then be duly:

- (i) dispatched from the Insured premises for recycling elsewhere, or
- (ii) returned to the customer or supplier who sent such items to the Insured for recycling.

e) Management records shall be kept of all items and consignments received which are found to contain items or materials requiring quarantining as detailed in paragraph (c). above. Where repeated consignments of such items/materials are received from particular customers or suppliers, the Insured shall cancel the related contract(s) with those customers/suppliers and/or shall take such actions as may be necessary to prevent further consignments with such items/materials being sent by those customers/suppliers. The related management records and contract documentation shall be made available to the Insurers for inspection upon request.

## Clauses

### ASBESTOS ENDORSEMENT - LMA 5019

A- This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:

- (i) any faults in the design, manufacture or installation of the asbestos;
- (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.



**COMMUNICABLE DISEASE ENDORSEMENT - LMA 5393**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

2.1. for a Communicable Disease, or

2.2. any property insured hereunder that is affected by such Communicable Disease.

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

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

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

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

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the policy remain the same

**PROPERTY CYBER AND DATA ENDORSEMENT - LMA 5400**

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.



2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the 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 the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

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

5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

#### Definitions

6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7 Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8 Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9 Computer System means:

9.1 any computer, hardware, software, communications system, electronic device



(including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System. 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

#### CLAIMS COOPERATION CLAUSE - NMA 2737

Notwithstanding anything to the contrary contained in this Reinsurance it is a condition precedent to Reinsurers' liability under this Reinsurance that:

1.The Reinsured shall give to the Reinsurer(s) written notice as soon as reasonably practicable of any claim made against the Reinsured in respect of the business reinsured hereby or of its being notified of any circumstances which could give rise to such a claim.

2.The Reinsured shall furnish the Reinsurer(s) with all in formation known to the Reinsured in respect of claim or possible claims notified in accordance with(a) above and shall the re after keep the Reinsurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.

3.The Reinsured shall co-operate with the Reinsurer(s) and any other person or persons designated by the Reinsurers in the investigation, adjustment and settlement of such claim notified to the Reinsurer(s) as aforesaid.

#### WAR AND TERRORISM EXCLUSION ENDORSEMENT - NMA 2918

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance 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;(1)war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or(2)any act of terrorism. For this endorsement, 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement 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 (1) and/or (2) above. If the Underwriters allege that because of this exclusion, any loss, damage, cost, or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the



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

**AVERAGE CLAUSE - NMA 348**

This Policy is subject to the condition of average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the Sum Insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this Policy bears to the total value of the said property.

**WAR AND CIVIL WAR EXCLUSION CLAUSE - NMA 464**

Notwithstanding anything to the contrary contained herein, this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**PREMIUM PAYMENT WARRANTY (90 DAYS) - (TOR) 4/86**

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers within 60 (sixty) days of the inception of the policy period.

If this condition is not complied with, then this contract of insurance will then immediately terminate with the insured hereby agreeing to pay a premium calculated at not less than pro rata temporis.

**(RE)INSURERS LIABILITY CLAUSE - LMA 3333**

(Re)insurer's liability several not joint the liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning ?signing? below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of





any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

#### Proportion of liability

Unless there is a signing? (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its written line?.

Where this contract permits, written lines, or certain written lines, may be adjusted (signed?). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a signed line?. The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to this contract? in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

#### BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION - NMA 2962

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

#### CLAIMS CONTROL CLAUSE - LMA 5073

Notwithstanding anything contained in the Reinsurance Agreement and/or the Policy wording to the contrary, it is a condition precedent to any liability under this Policy that:

- A) The Reinsured shall, upon knowledge of any circumstances which may give rise to a claim against this Policy, advise the Reinsurers thereof by e-mail, facsimile, or in writing immediately and in any event within ..... days.
- B) The Reinsured shall furnish the Reinsurers with all information respecting any claim or claims notified by a) above and shall thereafter keep the Reinsurers fully informed as regards all developments relating thereto as soon as reasonably practicable.
- C) The Reinsurers shall have the right to appoint adjusters and/or representatives on their behalf to control all negotiations, adjustments, and settlements in connection with such claims or claims. d)No settlement and/or compromise shall be made and no liability admitted without the prior written approval of the Reinsurers.

#### ELECTRONIC DATA ENDORSEMENT A - NMA 2914





#### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

1. This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

2. ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmers, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

3. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

4. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

5. However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

-Listed Perils

-Fire

-Explosion

#### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed [Response] any one loss, incurred by the Assured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

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**Observations**

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