



**EFU GENERAL INSURANCE LTD.**

**PERSONAL ACCIDENT INSURANCE- POLICY TERMS AND  
CONDITIONS**

**We the EFU GENERAL INSURANCE LTD. (hereinafter referred to as the “Insurance Company”) in consideration of the payment to us by or on behalf of the Insured/ Falcon-i (Pvt.) Limited of the premium hereby agree to insure against loss in the proportions and manner hereinafter provided.**

**If the Insured / Falcon-i (Pvt.) Limited shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this policy shall become void.**



## EFU GENERAL INSURANCE LTD.

### TERMS AND CONDITIONS

- Type of Cover

This insurance provides coverage to the customers of Falcon-I who are and will be insured with EFU General Insurance Ltd. along with their family, in case of accident while driving such vehicle only which has Falcon-I tracker installed which is also operational and whose tracker fee has been paid by the customer on regular basis without interruption and thus the accident results into Death and/ or Permanent Total Disability as per contingency scale as mentioned below and as per the coverage, terms, exclusions and conditions as more specifically described in the Policy.

- Eligibility Criteria

18 years to 65 years

- Period of Insurance:

12 months from the date of enrollment/ notification by Falcon-I to EFU General Insurance Ltd. for insurance coverage.

- Sum Insured:

PKR 500,000/- for Accidental Death and Permanent Total Disablement, with breakup as under:

For Insured Customer (Falcon-i)	PKR 200,000
For Insured Customer's Spouse	PKR 100,000
For Insured Customer's Children	PKR 200,000
<b>(Maximum 04)</b>	<b>(with PKR 50,000 each)</b>

- Territorial Scope

Pakistan

- Law & Jurisdiction:

This insurance is subject to the laws of Islamic Republic of Pakistan with the jurisdiction of courts in Karachi.

- Special Conditions:

1. This insurance is meant to cover routine road commuting for work, pleasure, emergency etc. through Falcon-i's tracker installed vehicle and road accident of which leads to accidental death and / or permanent total disablement of the Insured Customers and family while present in the vehicle.
2. Falcon-I is not charging and shall not charge to its customers enrolling in this insurance policy any insurance costs and shall pay the insurance costs/ premium on its own to EFU General Insurance Ltd. for procuring the coverage of its customers under this Insurance Policy.



**EFU GENERAL INSURANCE LTD.**

- 3. No automatic renewal of this Policy.
- Special Exclusions:
  - 1. War (whether declared or not), Terrorism & SRCC exclusion, including exclusion of any other political risk unless otherwise specifically covered.
  - 2. Nuclear Risks Exclusion.
  - 3. Cyber Risks Exclusion.
  - 4. Sanction Limitation Exclusion
  - 5. Communicable Disease Exclusion
  - 6. Bodily injury willfully incurred.
  - 7. Death, bodily injury due to or resulting from internal self injury, suicide or attempted suicide (whether felonious or not)
  - 8. Death, bodily injury due to resulting from or happening during intoxication, insanity, fighting or unlawful act on part of the Insured Customer or surgical or medical treatment, except in case where such treatment is made necessary by the particular injury for which the claim is made.
  - 9. Death or bodily injury resulting from service on duty with armed forces.
  - 10. Football, polo, motorcycling, hunting, steeple chasing, mountaineering (involving the use of ropes or guides), racing of any kind, winter sports & hang gliding and any kind of sports related activities.
  - 11. This cover is not for individuals involved in professional vehicle racing/ driving profession or while participating in car rallies, competitions and events alike. This insurance is also not for transportation companies.
  - 12. No cover for any kind of medical expenses whether accidental or otherwise
- Contingency Table

**AGE LIMIT: 18 TO 65 YEARS**

<b><u>Contingencies</u></b>	<b><u>Compensation</u></b>
1. Death Only	100%
2. Loss of two limbs or both eyes or one limb and one eye	100%
3. Loss of arm above the elbow	50%
4. Loss of arm below the elbow	45%
5. Permanent total deafness (both ears)	50%
6. Permanent total deafness (one ear)	10%
7. Loss of one eye	50%
8. Loss of thumb	17.5%
9. Loss of index finger	12.5%
10. Loss of any other finger	5%
11. Loss of leg above knee	50%
12. Loss of leg below knee	35%
13. Loss of great toe	5%
14. Loss of any other toe	3%
15. Other permanent total disablement per annum (Compensation payable until sum insured reached)	5%

**Preamble:**

WHEREAS the Insured by a written proposal containing particulars and statements alongwith the



## EFU GENERAL INSURANCE LTD.

declaration which (together with any other information which may have been supplied) forms the basis and part of this Policy, has applied to E F U GENERAL INSURANCE LTD for the cover hereinafter specified and has paid or agreed to pay the premium for such Insurance in respect of accidents occurring during the Period of Insurance or during any subsequent period for which the Insurance Company may accept payment for the renewal of this Policy.

**Now this POLICY Witnesseth** that subject to the terms, exclusions, provision, limitation and conditions contained herein or endorsed or otherwise expressed hereon, the Insurance Company will indemnify the Falcon-i customers in respect of the losses herein covered and more specifically described herein this Insurance Policy.

### SECTION 1: DEFINITIONS

**“Personal Accident Insurance”** means the insurance coverage provided by the Insurance Company to Falcon-I’s customers including the family of the customer, in case of accident while driving vehicle and as more specifically described herein the Terms and Conditions.

**“Family”** means Husband, Wife and Four Children of the Insured.

**“Beneficiary”** means the “legal heirs” nominated by the Insured customer to whom the insurance benefit of the Accidental Death of an Insured Customer shall be paid in case of accidental death of the Insured Customer.

**“Falcon-i”** means the provider of tracker services and various other technology based surveillance solutions and with whom EFU General Insurance Ltd. has entered into an agreement to insure their customers under this Master Insurance Policy.

**“Insurance Company”** means EFU General Insurance Ltd. being the Insurance Company and Underwriter of this Insurance Policy.

**“EFU General Insurance Ltd”** means the Insurance Company, the insurance service provider and the Underwriter of this insurance coverage who will be responsible for insurance policy issuance, setting of terms and conditions of this insurance and processing and settling the claim (if any) directly with the Falcon-I customers.

**“EFU General Insurance-Central Division”** means 1<sup>st</sup> Floor, Kashif Centre, Shahrah-e-Faisal, Karachi, a branch office of EFU General Insurance Ltd., who will provide insurance services to the ATM/ Debit Cardholders of the JS Bank getting insured with EFU General Insurance Ltd. in respect of this Personal Accident Insurance Policy which is underwritten by EFU General Insurance Ltd.

**“Force Majeure”** means an act, omission or failure caused by circumstances beyond reasonable control of either party to this insurance contract, including but not limited to acts of God, strikes, lockouts, riots, strikes civil commotion, acts of war, acts of terrorism, floods, epidemics, pandemics, unforeseeable acts (including failure to act) of any governmental authority (de jure or de facto), sabotage, earthquakes or other natural disasters and the risks alike.

**“Insured Customer”** means the Falcon-i’s customer who has been nominated by Falcon-i to the Insurance Company for coverage under this Personal Accident Insurance Policy and against whom, premium has been paid by Falcon-i on its own to the Insurance Company and premium has been received by the Insurance Company.



## **EFU GENERAL INSURANCE LTD.**

**Accident**” shall mean accidental loss of life/ death and permanent total disability due to bodily injuries caused due to sudden, external, physical, visible and violent means.

“**Limb**” shall mean hand or foot and no compensation shall be payable for the loss of a limb unless it shall be severed in the case of a foot at or above the ankle and in the case of a hand at or above the wrist.

### **SECTION 2: COVERAGE**

This insurance provides coverage to Insured Customers and Family Members who shall suffer any road accident as within defined anywhere in Pakistan resulting in accidental loss of life/ death and permanent total disability due to bodily injuries resulting from road accident caused due to sudden, external, physical, visible and violent means. The Insurance Company will pay to the Insured or his legal personal representatives (hereinafter called “his representative”), as the case may require, the sum or sums hereinafter stated in the Schedule.

#### **Provided always that:**

- Vehicle which Insured or Insured Family Member drives must have Falcon-i’s tracker installed which is operational and whose tracker fee has been paid by the customer on regular basis without interruption.
- This insurance is meant to cover routine road commuting for work, pleasure, emergency etc. through Falcon-I’s tracker installed vehicle road accident of which leads to accidental death and permanent total disablement of the Insured Customers and family while present in the vehicle.
- FIR is mandatory
- This cover is not for individuals involved in professional vehicle racing/ driving profession or while participating in car rallies, competitions and events alike. This insurance is also not for transportation companies.
- Personal Accident Insurance cover is subject to the Scale of Compensation as mentioned and incorporated above.
- The total sum insured payable under this coverage in respect of all accidents, occurring during any one Period of Insurance, shall not exceed the sum stated above.
- Benefits 8 to 12 shall be reversed in the event of Insured Customer being left-handed.
- In the event of an Insured Customer sustaining any Permanent Total Disablement not noted above the compensation payable shall be calculated by assessing the degree of disability relative to the above scale (by a licensed doctor) appointed by the Insurance Company.
- If compensation is payable for loss of or loss of use of a whole member of the body then compensation for parts of that member cannot also be claimed.
- The total sum payable under this insurance in respect of any one or more claims shall not exceed in all the largest benefit under any of the scale of benefits contained above.
- If an Accident causes the death of the Insured Customer within 365 days from the date of the Accident and due to the coverage of Permanent Total Disablement is in place, the only benefit to be paid shall be as provided in case of the accidental death.
- In no case Accidental Death and Permanent Total Disablement Benefits provided by this Policy to exceed the total sums insured as mentioned in the Schedule of Insurance.
- The maximum insured age is 65 years in case of Personal Accident Insurance

### **SECTION 4: CLAIMS NOTIFICATION**



## **EFU GENERAL INSURANCE LTD.**

The Insured Customer will be able to make a claim under this Personal Accident Insurance Policy if the loss suffered by Insured Customer falls under the scope of coverage.

In case of any loss the Insured Customer is required to immediately notify such loss to the Insurance Company or notify within 60 days from the happening of the loss. The claim notification should be sent on the following contact details given below:

**EFU General Insurance Ltd. – Central Division**  
**1<sup>st</sup> Floor, Kashif Centre, Shahrah-e-Faisal**  
**Karachi - Pakistan.**  
**Contact numbers: 021-3 5640535, 021-3 5653907 or 021-3 5653909**  
**Email: [banca.claims@efuinsurance.com](mailto:banca.claims@efuinsurance.com)**  
**[meher.nisa@efuinsurance.com](mailto:meher.nisa@efuinsurance.com) or [kausar.raza@efuinsurance.com](mailto:kausar.raza@efuinsurance.com)**

The Insured Customer should also state the date, brief occurrence of the loss and cause of loss along with the name, contact number and permanent postal address of the Insured Customer including any other information required by the Insurance Company.

The Insurance Company will as soon as practically possible shall acknowledge the claim intimation but not later than 7 working days from the date of receipt of claim notification and may appoint a loss adjuster/ surveyor or depute Insurance Company's own representative, as the case may be, to carry out the post loss survey and investigate the loss.

The Insurance Company shall also advise the name and contact details of the appointed surveyor/ Insurance Company's own representative who will carry out the survey of the reported loss. Any information in addition to the Claim Documentation mentioned below required by the surveyor or the Insurance Company shall be intimated to the Insured Customer depending on the circumstances of the loss and the Insured Customer shall be required to furnish the required documentation within 15 working days from the date of claim notification in order to assess the claim. The Insurance Company at the same time will also provide a claim form to the affected Insured Customer to be filled out and given to the surveyor within 05 working days of claim intimation. The claim form should be signed by the affected Insured Customer.

The surveyor shall contact Insured Customer conduct the survey and collect relevant claim supporting documentation from the Insured Customer or Insured Customers' legal heirs for assessing the claim as per policy terms and conditions.

After completion of all required documents, survey report will be issued by the surveyor for the review and processing of the claim by the Insurance Company. The Insurance Company shall make claim payment to the Insured Customer / legal heirs of the Insured Customer, provided the surveyor's findings confirm the loss as payable according to the Terms, Exclusions and Conditions of the Insurance Policy. The Insurance Company will settle the claim directly with the insured customer/ his or her legal heirs within 30 working days from the date of receipt of complete claim documents and survey report.

If the claim is not payable as per insurance policy, terms, conditions and exclusions, the Insurance Company will inform the insured customer in writing within 30 working days from the date of receipt of complete claim documents and survey report.



## **EFU GENERAL INSURANCE LTD.**

The Insurance Company before declining a claim on account of deficiencies in claim documents submitted by the Insured, the Insurance Company shall communicate to the Insured Customer, beneficiary (or guardian as the case may be) such deficiencies within fourteen days from the date of provision of said documents to the Insurance Company.

### **SECTION 5: CLAIM DOCUMENTS**

Following documents constitute "Complete Claim Documentation" in order to assess the claim:

- a) Immediate notification of the Insured Event to EFU;
- b) Claim form duly filled in and signed by the Insured customer;
- c) Original FIR issued by the concerned Police Station;
- d) Copy of valid CNIC (Computerized National Identity Card) of the Insured Customer
- e) Copy of valid CNIC (Computerized National Identity Card) of the Insured Customer's family members if affected during the road accident
- f) Death certificate of the Insured/ Family members, as the case may be, in case of accidental death from GRAVE YARD/ PLACE OF CREMATION
- g) Death certificate of the Insured/ Family members, as the case may be, in case of accidental death from TREATING HOSPITAL
- h) Death certificate of the Insured/ Family members, as the case may be, in case of accidental death from NADRA/ MUNICIPAL OFFICE
- i) Legal heirship certificate of the Insured/ Family members, as the case may be, in case of accidental death from the court of law of the relevant jurisdiction
- j) Original Medical Report from the Treating Doctor mentioning the degree of permanent disablement of Insured Customer and Family Members as the case may be

The above list is not exhaustive and the Insured Customer may be required to provide additional information in order to assess the claim.

No claim whatsoever shall be payable under this Personal Accident Insurance Policy, if Complete Claim Documentation mentioned above are not furnished.

### **SECTION 6: CLAIM PAYMENT**

Upon receipt of Complete Claim Documentation, the Insurance Company and/ or the surveyor shall assess the loss. If the claim falls under the coverage provided by this Policy, the claim shall be settled directly with the Insured Customer / Insured Customer's beneficiary/ legal-heir/ guardian as the case may be, by way of a cheque which will be issued by the Insurance Company in favor of the Insured Customer / Insured Customer's beneficiary/ legal-heir/ guardian as the case may be. The Insurance Company shall send the cheque by post to the mailing address of the Insured Customer / Insured Customer's beneficiary/ legal-heir/ guardian as the case may be as declared by Falcon-I or declared under claim documents or the Insured Customer/ Insured Customer's beneficiary/ legal-heir/ guardian as the case may be, shall be asked to collect it from EFU General Insurance Ltd – Central Division within 30 working days from the date of receipt of Complete Claim Documentation by the Insurance Company. All the claims will be directly settled between the Insured Customer / Insured Customer's beneficiary/ legal-heir/ guardian as the case may be and the Insurance Company.



## **EFU GENERAL INSURANCE LTD.**

### **SECTION 7: GENERAL EXCLUSIONS:**

This entire Policy does not provide benefits for any loss resulting in whole or in part from, or expenses incurred directly or indirectly in respect of:

1. If the Insured Customer no longer uses or removes the Falcon-I's tracker facilities as well doesn't keep the Falcon-I's tracker operation will be excluded from this coverage.
2. If the investigation reveals that the covered occurrence was planned by the Insured Customer to obtain the benefits under this Policy. Any fraud, criminal or dishonest act on part of the Insured Customer or planned by the Insured Customer with any third party/ anyone.
3. Incomplete claim documents.
4. War, Strike, Riot, Civil Commotion, Sabotage, Terrorism, Vandalism, malicious act and alike activities including all kinds of political risks.
5. Cyber risks, cyber-attacks, cyber-crime and related losses
6. Nuclear Risks exclusion
7. Sanction Limitation Exclusion
8. An event of Force Majeure
9. Death of the Insured Customer from the causes other than the causes covered under Personal Accident Insurance
10. Non realization of premium from Falcon-i.
11. Any reason due to which the Insured Customer ceases to be eligible for this Personal Accident Insurance.
12. Mid-Term Cancellation or Termination of the Personal Accident Insurance Agreement/ Arrangement either by Falcon-I or EFU General Insurance Ltd.
13. Written disapproval of the Insured Customer to remain insured under this Personal Accident Insurance Policy
14. Communicable/ Infectious diseases.
15. Late notification of claim unless there is a genuine reason provided in writing by the Insured Customer alongwith the necessary proofs furnished by the Insured Customer to the Insurance Company which the Insurance Company finds satisfactory in accepting the late notification of the claim.





## **EFU GENERAL INSURANCE LTD.**

16. Loss, destruction or damage directly or indirectly proximately or remotely occasioned by contributed to, by or traceable to or arising out of or in connection with Hurricane, Volcanic Eruption, Earthquake, Flood, Typhoon, Tornado, Cyclone or other convulsion of nature.
17. Losses due to fire, impact damage, aircraft damage and allied perils.
18. Any pre-existing medical condition and/ or any complication arising from it.
19. suicide, attempted suicide (whether sane or insane) or intentionally self inflicted injury or illness or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression.
20. Any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy or miscarriage.
21. For any loss of which a contributing cause was the Insured Customer's actual or attempted commission of, or wilful participation in an illegal act or any violation or attempted violation of the law or involved in a Terrorist attack/ activities.
22. Accidental Death and Permanent Disablement due to any other reasons not covered under this Policy.
23. Bodily injury leading to death if willfully incurred
24. Accidental Death, bodily injury due to or resulting from or happening during intoxication, insanity, fighting or unlawful act on part of the insured or surgical or medical treatment.
25. Death or bodily injury resulting from service on duty with armed/ security forces
26. Any kind of medical expenses incurred to treat the injuries.
27. Accidental Death and / or bodily injury resulting from participating in Football, polo, motor-cycling, hunting, steep chasing, mountaineering (involving the use of ropes or guides), racing of any kind, winter sports and hang-gliding or any kind of hazardous sports and sports activities.



## **EFU GENERAL INSURANCE LTD.**

### **SECTION 9: GENERAL CONDITIONS:**

1. This Policy alongwith the Complaint Advisory shall be read together as one Policy and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. This Insurance Coverage may be terminated at any time by Falcon-i Pvt. Limited or EFU General Insurance Ltd. by giving prior notice to each other as the case may be in accordance with the Term and Termination Conditions of the Agreement entered into by the Insurance Company and Falcon-i Pvt. Limited however Insurance Company shall not be liable to give any prior notification to the Insured Customers of termination. Subsequent to termination no claim shall be payable under this Insurance Coverage to any Insured Customer unless the same was intimated before termination. Those claims occurred and notified prior to the termination shall be entertained as per the terms and conditions of Policy. In case any claim exists and termination is effected then in such case coverage shall be terminated without premium refund.
3. Falcon-i shall not be responsible or liable for settling claims emanating from this Insurance Coverage or for the approval or rejection of any claim. The Insurance Company shall be solely responsible or liable for settling claims emanating from this Insurance Coverage or for the approval or rejection of any claim.
4. This Insurance Coverage may be amended or changed at any time, without the consent of the Insured's Customer. Any amendment or change to this Insurance Coverage shall be binding on the Insured Customers.
5. The Insured should also take all reasonably practicable steps to minimize the quantum and severity of the loss and make every possible effort to recover the loss.
6. This insurance cannot be transferred to any other person by the Insured Customer.
7. If any claim under this Policy shall be in any respect is found fraudulent or if any fraudulent means are used by the Insured account holder or anyone acting on Insured Customers' behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.
8. If any statement in the Claim Notification by the Insured Customer is found to be false, incorrect or fraudulent or not made in accordance with the terms and conditions stated herein, EFU General Insurance Ltd shall be absolved of any liability under this policy and will not be held responsible or if any claim made shall be fraudulent or intentionally exaggerated or be made in support thereof, Insurance Company shall be absolved of any liability under this Cash Withdrawal Insurance Policy and will not be held responsible.
9. All notices required to be given by the Parties i.e. the Insured Customer and EFU General Insurance Ltd. must be in writing addressed to the official contact details of the Parties and notice or knowledge of anything relating to this Policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Insurance Company unless so given, and no alteration in the terms of this Policy, nor any endorsement hereon, will be held valid unless the same is signed or initialed by the authorized representative of the Insurance Company.



## **EFU GENERAL INSURANCE LTD.**

10. In case the customers of Falcon-I are insured by any similar policy or has in place any similar coverage then this policy shall be free of any liability in case of a claim and shall become null and void.
11. Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.
12. In the event of any payment under this Policy the Insurance Company shall be subrogated to all the insured Customer's / legal representative's or legal heirs of the Insured Customer rights of recovery thereof against any person or organization and insured Customer's/ legal representative's or legal heirs of the Insured Customer shall execute and deliver instruments and papers to the Insurance Company and do whatever else is necessary to secure such rights and provide whatever assistance the Insurance Company might reasonably require from the insured Customer's / legal representative's or legal heirs of the Insured Customer in the pursuance of the Insurance Company's subrogation rights. The insured Customer's / legal representative's or legal heirs of the Insured Customer shall take no action after the loss to prejudice such rights.
13. This insurance policy will only be effective if the premium is paid by Falcon-I to the Insurance Company.
14. The due observance and fulfillment of the terms, provisions, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the EFU to make any payment under this Policy.
15. All differences arising out of this Policy shall be referred to the decision of as arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in case the arbitrators do not agree of any, Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Insurance Company. In case the Insurance Company shall disclaim liability to the Insured for any claim hereunder and such claim small not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
16. The Insured Customer shall from time to time when required by the Insurance Company submit himself/ herself to be examined by a medical man appointed by the Insurance Company or unless in case of death a medical man appointed by the Insurance Company shall be allowed to make a postmortem examination of the body of the Insured Customer where any reasonable doubt exists as to the cause of death provided that the Insurance Company shall give notice of its intention to make such examination within twenty-four hours of notice of death being received.



## EFU GENERAL INSURANCE LTD.

17. The Insured Customer shall before any renewal give notice in writing to the Insurance Company of any disease, sickness or physical defect or infirmity from which he/ she has suffered or by which he has been affected during the previous year of insurance and also of any change in his / her occupation or residence. If the Insured Customer shall engage in any occupation more hazardous than that specified in the proposal/ declaration/ information of the Insured Customer, the Policy shall become null and void unless the Insurance Company has agreed in writing to accept the increased hazard and any additional premium if required has been paid.

### **IMPORTANT:**

The Insured Customers/ Falcon-I should, for his/ her/ their own protection and ease in getting prompt assistance related to this Insurance Coverage, examine this POLICY to ascertain whether it is in accordance with his/ her requirements and correctly described, if any error or misdescription is found the same should immediately be intimated to the Insurance Company for correction.

### **DISCLOSURE**

Falcon-i is only acting as a Corporate Insurance Agent / facilitator of this 'Personal Accident Insurance' Policy on behalf of EFU General Insurance Ltd. and is not responsible or liable for any liability arising out of the terms and conditions of this Policy including settlement of claims or the approval or rejection of any claim or for any act or omission on the part of EFU General Insurance Ltd. **This Personal Accident Insurance Policy is an insurance product of EFU General Insurance Ltd.**



**EFU GENERAL INSURANCE LTD.**

**ATTACHED TO AND FORMING PART OF THIS PERSONAL ACCIDENT INSURANCE POLICY  
TERMS AND CONDITIONS**

**WAR, SRCC & TERRORISM EXCLUSION CLAUSE**

This insurance does not cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, arising out of, or in connection with any of the under mentioned occurrences regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, liability, cost or expense.

(a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether War be declared or not), civil war.

(b) Mutiny, riot, strikes, looting, plundering, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

(c) Any act of terrorism – For the purpose of 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, or an act harmful to human life, tangible or intangible property or infrastructure, 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 ethnic 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 condition 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 any of the above stated occurrences.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence of directly or indirectly any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

**RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND  
ELECTROMAGNETIC WEAPONS EXCLUSION (NUCLEAR RISKS EXCLUSION CLAUSE)**

In no case shall this insurance cover loss, damage liability or expense directly or indirectly caused by or contributed to, by or arising from

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

a) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any



## EFU GENERAL INSURANCE LTD.

radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

### **SANCTION LIMITATION & EXCLUSION CLAUSE:**

No Underwriters shall be deemed to provide cover and no Underwriters shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **CYBER ATTACK EXCLUSION CLAUSE**

This policy does not cover any 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 policy.

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

### **COMMUNICABLE/ INFECTIOUS DISEASE EXCLUSION**

1. Notwithstanding any other provision of this policy to the contrary, this **Policy** does not apply to any liability and damages, including **Claimant** costs, fees and expenses or any other loss, cost, defense fee, expense, dispute or suit in respect of:

- a. **Injury** occurring; and/or
- b. **Property Damage** occurring; and/or
- c. trespass, nuisance or obstruction occurring; and/or
- d. **Personal and Advertising Injury** committed;

during the **Period of Insurance**, however caused, in whole or in part, directly or indirectly caused by, in any way contributed to by, arising out of or in any way related to any actual or



## **EFU GENERAL INSURANCE LTD.**

alleged transmission of a Communicable Disease or any Infectious Disease.

2. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
  - a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a Communicable Disease/ Infectious Disease; and/or
  - b. Testing for a Communicable Disease / Infectious Disease; and/or
  - c. Failure to prevent the spread of the Communicable Disease/ Infectious Disease; and/or
  - d. Failure to report the Communicable Disease/ Infectious Disease to authorities.
3. As used herein, a Communicable Disease/ Infectious Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - a. 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
  - b. 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
  - c. the disease, substance or agent can cause or threaten damage to human health or human welfare.
4. This clause applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
5. All other terms and conditions of this policy remain unchanged