



A TOKIO MARINE & NICHIDO FIRE INSURANCE COMPANY POLICY



**Tokio Home
Protection Insurance
(THP)**

Contents

- INTRODUCTION..... 3
- POLICY CONTRACT 3
- GENERAL DEFINITIONS..... 4
- GENERAL CLAIM CONDITONS 7
- GENERAL CONDITONS..... 9
- GENERAL EXCLUSIONS 11
- POLICY COVERS 13
- SECTION 1 – CONTENTS 14
- SECTION 1A – CONTENTS EXTRA COVERS..... 15
- SECTION 2 – BUILDING 19
- SECTION 2A – BUILDING EXTRA COVERS 20
- SECTION 3 – LIABILITY 23
- SECTION 4 – DOMESTIC SERVANTS..... 25
- SECTION 5 – FATAL INJURY BENEFITS 26
- SECTION 6 – LOSS OF RENT &/or ALTERNATIVE ACCOMODATION 27
- POLICY LIMITS 28
 - SECTION 1 – CONTENTS 28
 - SECTION 2 – BUILDING 29
 - SECTION 3 – LIABILITY 29
 - SECTION 4 – DOMESTIC SERVANTS..... 30
 - SECTION 5 – FATAL INJURY BENEFITS 30
 - SECTION 6 – LOSS OF RENT &/or ALTERNATIVE ACCOMODATION 30
- DEDUCTIBLES 31
 - SECTION 1 – CONTENTS 31
 - SECTION 2 – BUILDINGS 31
 - SECTION 3 – LIABILITY 31
- ADDITIONAL CLAIM CONDITIONS 32
 - SECTION 1 – CONTENTS 32
 - SECTION 2 – BUILDINGS 32

INTRODUCTION

Thank you for placing your business with **Tokio Marine & Nichido Fire Insurance** (the Company).

This policy is a legal contract and it is important that this document is checked to make sure that all the details stated in the Schedule (which are attached to and form an integral part of the Policy Wording) are correct and reflect the cover requested.

You (the Policyholder) must notify us or your Insurance Advisor as soon as is reasonably practicable:

- 1 If there is a discrepancy or omission in the insurance provided or if your insurance requirements change
- 2 Of any fact(s) or change(s) that we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts or changes may invalidate the Policy or result in the Policy not operating fully.

The Policyholder should comply with all procedures stated in the Policy as failure to do so may be a bar to any claim.

POLICY CONTRACT

In consideration of the Policyholder having paid or agreed to pay the premium stated in the schedule the Company agrees to indemnify the Policyholder or otherwise to pay the benefits and compensations stated to the extent and in the manner specified in this policy provided that:

- 1 The Policyholder shall be subject to all the terms, conditions, limitations and/or exclusions contained in this Policy or by additional endorsements
- 2 The Company's liability shall not exceed the Sums Insured or the Limits of Liability expressed herein
- 3 The Schedule, General Claims Conditions, General Conditions, General Definitions, General Exclusions and Active Covers shall be read together as part of one contract and any word or expression to which a specific meaning has been attached shall have that meaning as indicated in the Policy.

Signed for and on behalf of
Tokio Marine & Nichido Fire Insurance Co., Ltd.

GENERAL DEFINITIONS

The following General Definitions shall apply to this Policy and wherever these words appear within the wording starting with a capital letter shall have the same meaning throughout the Policy other than where specifically amended.

1. Building(s)

The buildings of the private dwelling house or private apartments situated at the insured premises as described in the Schedule and of all garages and outbuildings used solely in connection therewith and on the same premises and shall include landlords fixtures and fittings therein and the walls, gates and fences around and pertaining thereto. Provided that for the purposes of section 2 and section 2A, the buildings shall be deemed to exclude:

- (a) Any property not belonging to the Policyholder or for which the Policyholder is legally responsible;
- (b) Any property the value of which is included in the Total Sum Insured on Contents.

2. Bodily Injury

Physical injury including death occasioned by violent external and visible means

3. Contents

Household goods and personal effects (excluding Personal Money & Personal Possessions) belonging to the Policyholder (or of which the Policyholder is legally responsible) or to resident domestic helpers whilst within the Policyholder's premises, or to visitors at Policyholders premises, including fixtures and fittings belonging to Policyholder (or for which the Policy holder is responsible) not being landlord's fixtures and fittings and interior decorations but excluding:

- Vehicles and craft and their accessories other than removable audio and satellite navigation equipments not in the vehicle;
- Deeds and documents other than driving licenses, passports, work permits or residence permits;
- Documents and certificates showing ownership of shares, bonds and other financial investments;
- Animals;
- Any part of the structure, decorations or permanent fixtures and fittings;
- Items more specifically insured by this or any other policy.

4. Company

Tokio Marine & Nichido Fire Insurance Company and/or other Insurers as stated in the schedule for their indicated proportion.

5. Computer virus

A set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to "Trojan horses" "worms" and "time logic bombs".

6. Credit Cards

Credit, debit, bankers and cash dispenser cards all held for social, domestic or charitable purposes.

7. Damage

Accidental physical loss or destruction and/or damage

8. Deductible

The first amount (stated in the specifications) of each and every valid claim for which the Policyholder is responsible

9. Defined Perils

Fire, Lighting, Explosion or Earthquake, Smoke Damage, Storm and Flood, Riot, civil commotion, strikes, labour or political disturbances, Malicious persons or vandals, Impact with a building involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal, Escape of water or oil from any fixed water or cooling installation or domestic appliances, Theft or attempted theft from the Home, Damage caused by breakage of radio and television receiving equipments, their fittings and masts & Damage caused by falling trees, branches or lamp posts.

10. Electronic data

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 programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

11. Geographical Limits

The country where Policyholder's premises is situated as stated in the schedule.

12. Home

The private dwelling and its garages and outbuildings all located at the address shown in the schedule and used solely for domestic purposes.

13. Operative Time

At any time

14. Permanent

Lasting not less than one year and then being beyond hope of improvement or disablement lasting less than one year which at the Company's discretion is beyond hope of improvement

15. Permanent Total Disability

Disablement that entirely prevents the Insured person from attending to their usual business or occupation.

16. Money

Cash, cheques, postal or money orders, postage stamps, savings stamp, savings certificate or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal or charitable purposes.

17. Period of Insurance

The dates stated in the Schedule and shall start from one minute past midnight (00:01am) and end at midnight (00:00pm).

18. Personal Possessions

Articles of personal use above AED 5,000/-, normally worn, used or carried about the person, belonging to the Policyholder or for which Policyholder is legally responsible.

19. Policyholder

The person(s) named in the Schedule and members of the family permanently residing with him/her.

20. Policy

The wordings schedule and specifications that form this document

21. Pollution

The discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon the atmosphere land (including buildings or other structures thereon) or any water course or body of water.

22. Portable & Sports Equipments

Sports, musical, photographic and other portable equipment including laptop computers, mobile telephones and the like.

23. Schedule

Those parts of the Policy that detail information provided to the Company that forms the basis of this contract showing the coverage and limits selected.

24. Section(s)

The part(s) of the Policy that detail(s) the insurance cover provided.

25. Sum Insured

The amount shown in the Schedule representing the maximum amount payable for any number of claims arising out of one occurrence

26. Theft

Theft or attempted theft

27. Terrorism

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.

28. Unoccupied

Any premises or part of any premises which is empty or not in use by the Policyholder or any tenant of the Policyholder for more than 60 consecutive days.

29. Valuables

Articles made of precious metal, jewellery, furs, pictures, work of art, collections of coins, medals or stamps.

GENERAL CLAIM CONDITIONS

The following General Claims Conditions shall apply to all Sections of the Policy other than where specifically provided elsewhere in the Policy.

1. Admission of Liability

No admission of Liability or negotiation or settlement of any claim shall be made without the Company's written consent.

2. Arbitration

If any difference shall arise as to the amount to be paid under any Section of this Policy (Liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions and the making of an award shall be a condition precedent to any right of action against the Company.

3. Claims – Rights of the Company

The Company shall be entitled whether before or after indemnification of the Policyholder to conduct in the Policyholder's name the defence or settlement of any claim or to take action to seek recovery or secure indemnity from any third party in respect of any claim covered by this policy and shall have full discretion in the conduct of any such proceedings.

The Policyholder shall allow the Company to access any Premises where Damage has occurred and to take and keep possession of or to deal with property in any reasonable manner. No property may be abandoned to the Company.

4. Discharge of liability

The Company may pay to the Policyholder in the event of any one claim or series of claims arising out of one occurrence the specified Limit of liability or Sum Insured after deducting any sums already paid or any lesser amount for which the claim(s) can be settled and then be under no further liability in respect of such claim or series of claims except for the amount of any costs and expenses incurred prior to the date of the payment

5. Electronic data processing media valuation

Where electronic data processing media insured by this Policy suffer Damage then the basis of valuation shall be the cost of the blank media plus the costs of copying the 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 assembly of 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 cover any amount excluded by the Electronic data exclusion contained in the General Exclusions of this Policy or any amount pertaining to the value of such electronic data to the Policyholder or any other party even if such electronic data cannot be recreated gathered or assembled.

6. Information and assistance

All particulars information and assistance as may be reasonably required by the Company must be supplied by the Policyholder at their own expense.

7. Mitigation

Following notification of a Loss immediate action must be taken by the Policyholder to minimize further Damage or bodily injury.

8. Notification to the Company

The Policyholder shall in the event of any Damage or bodily injury immediately notify the Company in writing and where the Company receives notification of any Loss this must be reported in writing as soon as reasonably possible to the Company.

A detailed statement of any claim must be submitted within 30 days of the happening of any other Damage or such further time as the Company may in writing allow

The Policyholder must forward to the Company a claim form and/or any other relevant correspondence /documents and/or any writ summons or other court or legal document issued against

Contacting our claims team

The Policyholder shall contact the claims team on the numbers below:

Dubai

Tel: + 971- 4-3502777

Fax: + 971-4-3502888

Email: info@tmnf.ae

Abu Dhabi

Tel: + 971-2-6432290

Fax:+ 971-2-6432294

Email: info@tmnf.ae

9. Notification to the Police

If theft or attempted theft or Damage by malicious persons (including arson) occurs or is suspected notice must be given immediately upon discovery to the police and all practical steps taken to recover property lost or stolen.

10. Terms of settlement

If the Company elects to repair reinstate or replace any property it shall only do so in a reasonably sufficient manner as circumstances permit and shall not be bound to expend more than the relevant sum insured.

GENERAL CONDITONS

The following General Conditions shall apply to all Sections of the Policy other than where specifically provided elsewhere in the Policy.

1. Applicable Law

In the absence of any written agreement to the contrary the law applicable to this contract will be United Arab Emirates law.

2. Cancellation

The Company may cancel this Policy or any section thereof by giving 30 days notice by registered letter to the Policyholder at their last known address. In such an event the Company will return the premium paid less the pro-rata portion thereof for the period the Policy has been in force. Alternatively the Policyholder may cancel this policy with 7 days written notice by registered letter and provided no claim has arisen during the current period of insurance, the policyholder shall be entitled to a return of premium at the Company's short period rates.

3. Change in facts

This Policy shall be avoided with respect to any Item or Section if in regard to which after the commencement of this insurance

- i. there is any alteration in the Premises or otherwise whereby the risk of Loss or Damage is increased
- ii. there is any change of material facts
- iii. the Policyholder's interest ceases except by will or operation of law

unless the Policyholder immediately they become aware shall give written notice to the Company and the Company agrees to continue this Insurance. The Policyholder shall pay an additional premium if required.

4. Fraud

All benefit under this Policy shall be forfeited if any claim be in any respect fraudulent or intentionally exaggerated or if any Damage be occasioned by the willful act or with the connivance of the Policyholder.

5. Non-disclosure

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material fact.

6. Non-invalidation

The insurance provided by this Policy shall not be prejudiced by any act or omission unknown to or beyond the control of the Policyholder whereby the risk of Damage or bodily injury is increased provided that the Policyholder immediately they become aware shall give notice in writing to the Company and pay an additional premium if required.

7. Other Insurance

If there is other insurance covering the same contingencies, the Company shall not be liable to pay or contribute more than their ratable portion.

8. Premium payment warranty

It is a condition precedent to liability that the Policyholder undertakes to pay in full to the Company the premium amount within 60 days of inception of this Policy.

If the premium amount has not been paid to the Company within the specified time limits the Company shall have the right to cancel this Policy by notifying the Policyholder in writing.

Cancellation shall be subject to

- a) Premium amount paid in full in the event of a claim prior to the date of cancellation
- b) a pro rata premium charge for the time that the Company has been on risk.

It is agreed that the Company shall give no less than 5 days prior notice of cancellation to the Policyholder.

9. Protection and Preservation of Property

The Policyholder shall take all reasonable precautions to protect the property and prevent accidents loss or damage

All property insured under this Policy shall be maintained in good condition.

10. Sum Insured for Building

The Sum Insured must at all times represent the full cost of rebuilding to the same specification including demolition costs and architects and surveyors fees

11. Sum Insured for Contents

Sum Insured for contents must at all times represent the full cost of replacing the property insured without deduction for wear and tear and depreciation other than in respect of clothing, household linen and pedal cycles.

12. Underinsurance

If on the happening of a claim the property at risk is of greater value than the sum insured, the amount payable will be reduced in proportion.

GENERAL EXCLUSIONS

The following General Exclusions shall apply to all Sections of the Policy other than where indicated under relevant headings below or where specifically provided otherwise elsewhere in the Policy.

1. Date Recognition

The Company shall not be liable under this Policy for any

1. claim resulting from Damage directly or indirectly caused by or consisting of or arising
2. liability of whatsoever nature directly or indirectly caused by or contributed to by or arising
3. proceedings that result directly or indirectly
4. additional expenditure arising directly or indirectly from the failure of any computer or data processing equipment or media or microchip or integrated circuit or similar device or any computer software whether the property of the Policyholder or not to
 - (a) correctly recognise any date as its true calendar date
 - (b) capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - (c) capture save or retain and/or correctly to process the data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save or retain and/or correctly to process such data on or after any date

but this shall not exclude (other than in respect of liability and/or proceedings as stated above) claims resulting from subsequent Damage not otherwise excluded which itself results from a Defined peril as stated in relevant Sections.

2. Deductible(s)

The first amount (stated in the specifications) of each and every valid claim for which the Policyholder is responsible.

3. Electronic data

This Policy does not cover Damage 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 claim.

However in the event that a fire and/or explosion results from any of the matters described above this Policy subject to all its terms Conditions and Exclusions will cover Damage occurring during the Period of Insurance to property insured by this Policy.

4. Pollution

This Policy does not cover Damage caused by

- a. Pollution to Property Insured other than caused by Pollution which itself results from a Defined peril
- b. any Defined peril which itself results from Pollution

5. Radioactivity

This Policy does not cover Damage to any property whatsoever or any claim or expense resulting or arising from any consequential loss or from any legal liability directly or indirectly caused by or contributed to by or arising from

1. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

6. Terrorism

1. This Policy does not cover

- (a) Damage to property
- (b) any liability
- (c) any bodily injury of whatsoever nature cost or expense resulting from or arising directly or indirectly from Terrorism.

2. If the Company alleges that by reason of this exclusion any loss damage cost expense or liability is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder.

3. In respect of Property and Business Interruption covers only:

- (a) This Policy does not cover Damage to property or any business interruption loss resulting therefrom of whatsoever nature directly or indirectly caused by occurring from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
- (b) In the event that any portion of the Terrorism exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

7. War & Kindered Risks

This Policy does not cover Damage or bodily injury directly or indirectly occasioned by or in consequence of or arising out of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or nationalization confiscation requisition seizure or destruction by order of the Government or any Public Authority except destruction by the order of any Public Authority at the time of and for the purpose of preventing the spread of fire or explosion.

POLICY COVERS

APPLIES AS STATED IN THE POLICY SCHEDULE

Section 1 – Contents

Section 1A – Contents Extra Covers

Section 2 – Building

Section 2A – Building Extra Covers

Section 3 – Liability

Section 4 – Domestic servants

Section 5 – Fatal Injury Benefits

Section 6 – Loss of Rent &/or Alternative Accommodation

SECTION 1 – CONTENTS

The Company agrees that if any of the Content(s) insured suffers loss or damage by any of the undernoted Defined Perils during the Period of Insurance the Company will pay to the Policyholder the value of the Content(s) insured at the time of any Damage or at the Company's option reinstate or replace such Content(s) insured or any part of the Content(s) insured subject to the terms Additional Conditions and Exclusions of this Section and the General Conditions limitations and Exclusions of the Policy.

1.1 Fire, Lighting, Explosion or Earthquake

1.2 Smoke Damage

Excluding loss or damage caused by agricultural or industrial operations or any gradual process

1.3 Storm and Flood

1.4 Riot, civil commotion, strikes, labour or political disturbances

1.5 Malicious persons or vandals

Excluding

- i. Loss or damage caused by Policyholders paying guests or tenants or residents
- ii. Losses not notified to the Police
- iii. Loss or damage occurring while the Home has been left unoccupied (for consecutive 60 days)

1.6 Impact with a building involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal.

Excluding Loss or damage caused by domestic animals.

1.7 Escape of water or oil from any fixed water or cooling installation or domestic appliances.

Excluding

- i. Loss or damage while the Home has been left Unoccupied (for 60 consecutive days)
- ii. Loss or damage to the component or appliance from which the water or oil escapes

1.8 Theft or attempted theft from the Home.

Excluding

- i. Loss or damage caused by Policyholders paying guests, or tenants or residents or domestic helpers
- ii. Losses not notified to the Police
- iii. Loss or damage occurring while the Home has been left Unoccupied (for 60 consecutive days)

1.9 Damage caused by breakage of radio and television receiving equipments, their fittings and masts.

Excluding Damage to radio and television receiving equipments, their fittings and masts (subject exclusion applicable only for item No. 9 above)

1.10 Damage caused by falling trees, branches or lampposts

SECTION 1A – CONTENTS EXTRA COVERS

1.1A Contents in Open

Covers loss or damage to Contents by any causes listed in Section 1 whilst in the open but within the boundaries of the land belonging to Policyholders Home upto limit specified in the policy.

Excluding

- i. Loss or damage by water, storm or flood
- ii. Loss or damage occurring while the Home has been left Unoccupied (for 60 consecutive days)

1.2A Contents Temporarily Removed

Covers loss or damage to contents by causes insured under Section 1 whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same premises or to any other premises with the Geographical Limits.

Excluding

- i. Loss or damage caused by storm or flood
- ii. Loss or damage while removed for sale or exhibition or to a furniture depository

1.3A Damage to Deep Freezer Contents

Covers loss or damage to food upto limit specified in the policy, contained in deep freezer unit(s) situated within Policyholder's Home as a result of:

- i. A rise or fall in temperature
- ii. Contamination by refrigerant or refrigerant fumes
- iii. Failure of the supply of electricity

Excluding: -

- i. Loss or damage caused by the power supply authority or its employees deliberately cutting off or reducing the supply
- ii. Disconnection or switching off the electricity supply whether accidentally or otherwise at Policyholder's Home
- iii. Loss or damage while the Home is unoccupied (for 60 consecutive days)

1.4A Debris Removal

Costs and expenses necessarily incurred by the Policyholder with the consent of the Company in

- i. removing debris
- ii. dismantling and/or demolishing
- iii. shoring up or propping
- iv. boarding up

of the portion or portions of the Property insured by this Section.

The Company shall not pay any costs and expenses

- i. Incurred in removing debris except from the site of such Property insured destroyed or damaged and the area immediately adjacent to such site
- ii. Arising from Pollution of property and/or land not insured by this Section.

1.5A Door Locks

Covers cost of replacement &/or installation of locks including keys to any external doors, keys of which have been stolen upto limit specified in the policy

1.6A Fire Brigade Charges, Extinguishment & Mitigation Costs:

It is agreed that, in the event of any loss or damage proximately caused by an insured peril, the insurance policy will indemnify for Fire Brigade & extinguishments charges and mitigation costs incurred for minimizing such loss/damage upto limit specified in the policy. Coverage stated herein cannot be claimed under multiple sections of the policy for a single claim.

1.7A Fire Extinguishing Expenses

Reasonable costs incurred by the Policyholder as a consequence of Damage in

- I. refilling fire extinguishing appliances
- II. replacing used sprinkler heads
- III. refilling sprinkler tanks
- IV. recharging gaseous flooding systems
- V. resetting fire alarms

1.8A Loss of Important Documents

Covers the cost of making duplicate passport, driving license, work permit, residence permit, base pass which is/are accidentally damaged or lost while within the Geographical Limit and while temporarily elsewhere in the world for not more than 90 days in any Period of Insurance upto limit specified in the policy

Provided that:

- i. Reimbursement will be for the cost of making a similar duplicate, advertisement fees if required, fines and penalties if imposed and other out of pocket expenses for which bills must be produced.
- ii. This cover is applicable to the Policyholder, Spouse of the Policyholder and 2 Children normally residing with the Policyholder
- iii. Company shall not be responsible for any renewal or extension costs of the lost or damaged document.

1.9A Loss of Metered Water

The cost for which the Policyholder is responsible in respect of loss of metered water provided that the Policyholder maintains a record of readings from the Water Authority meter at intervals of not more than seven days.

The amount payable in respect of any one Premises is limited to such excess water charges demanded by the Water Authority resulting from the escape of water from pipes apparatus or tanks in consequence of Damage and shall in no case exceed the limit specified in the policy. Coverage stated herein cannot be claimed under multiple sections of the policy for a single claim.

1.10A Loss of Money used or held solely for private, social or domestic purposes

Covers personal money and credit cards in the event of loss or damage by accidental means while within the Geographical Limit and while temporarily elsewhere in the world for not more than 60 days in any Period of Insurance upto limit specified in the policy

Credit Cards are insured only against any loss as a result of misuse by any unauthorized person following the loss or theft of any such card before the card company has received notification of the loss and provided that Policyholder complies with the terms under which the card was issued.

Excluding

- i. Shortages due to error or omission
- ii. Losses not reported to the Police
- iii. Loss of credit cards not reported to the card issuing company within 24 hours of discovery

1.11A Mirrors and Glass

Covers breakage of mirrors, glass or ceramic tops to furniture and fixed glass in furniture upto limit specified in the policy

Excluding

- i. Damage to light fittings
- ii. Damages occurring while the Home is Unoccupied (for 60 consecutive days)

1.12A Personal Possessions, Valuables, Portable & Sports Equipments

Covers personal belongings, valuables and portable equipments in the event of loss or damage by accidental means upto the sum insured shown in the Schedule while within the Geographical Limit and while temporarily elsewhere in the world for not more than 90 days in any Period of Insurance upto limit specified in the policy.

Excluding

- i. Loss or damage caused by wear and tear, depreciation, the process of cleaning washing repairing or restoring any article, the action of light or atmospheric conditions, moth, vermin or any other gradually operating cause.
- ii. Damage to sports equipments while in play
- iii. Contact and corneal lenses and hearing aids
- iv. Confiscation or detention by customs or other officials
- v. Consequential Loss
- vi. Loss or damage caused by electrical or mechanical breakdown
- vii. Loss or damage caused by willful act of the Policyholder
- viii. Theft from unattended road vehicle other than from a locked concealed luggage boot concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle.
- ix. Loss or damage to property dispatched by sea or air under a bill of lading, airway bill or similar document
- x. Breakage of strings of any musical instruments
- xi. Motorcycles and other mechanically or electrically propelled vehicles
- xii. Livestock and pets
- xiii. Loss or damage to pedal cycles while being used for track racing or trade purposes
- xiv. Theft of pedal cycles unless in a building or securely locked to an immovable object
- xv. Loss or damage to accessories of pedal cycle unless caused by an accident to the pedal cycle or unless pedal cycle is stolen or destroyed by fire at the same time
- xvi. Valuables and portable equipment exceeding the Single Article limit unless a list has been provided to the Company

1.13A Shifting to a new house

Covers loss or damage to Contents upto limit specified in the policy while in transit from one home to another including loading and unloading within the Geographical Limits provided that such removals are carried out by professional removal contractors

Excluding

- i. Damage arising from wear, tear, depreciation, the action of light
- ii. Damage due to atmospheric conditions, moth, vermin, infestation, damp, rust, wet or dry, rot.
- iii. Loss or damage from gradually operating cause, the process of cleaning, washing, repairing or restoring any article, electrical or mechanical breakdown, consequential loss.
- iv. Money, coins, jewellery, furs, articles of gold or platinum, precious stones, securities, deed or documents of any kind, business books, manuscripts and stamps
- v. Loss or damage during sea and /or air transits

1.14A Tenant's Improvements

Covers loss or damage caused by perils insured under Section 2 to any fixtures and fittings, greenhouses and sheds installed as a tenant at the Home and for which the Policyholder is responsible under the tenancy agreement upto limit specified in the policy.

1.15A Visitor's Personal Effects

Covers loss or damage to personal belongings of visitors by any of the causes listed in Section 1 and happening at Policyholder's Home upto limit specified in the policy

Excluding Cash, valuables, currency, documents

SECTION 2 – BUILDING

The Company agrees that if the Building insured suffers loss or damage by any of the undernoted defined Perils the Company will pay to the Policyholder the values of the Property insured at the time of any Damage or at the Company's option reinstate or replace such Property insured or any part of the Property insured subject to the terms Additional Conditions and Exclusions of this Section and the General Conditions limitations and Exclusions of the Policy.

2.1 Fire, Lighting, Explosion or Earthquake

2.2 Smoke Damage

Excluding Loss or damage caused by agricultural or industrial operations or any gradual process

2.3 Storm and Flood

Excluding

- i. Loss or damage caused by frost
- ii. Loss or damage to fences, gates, hedges or tennis court

2.4 Riot, civil commotion, strikes, labour or political disturbances

2.5 Malicious persons or vandals

Excluding

- i. Loss or damage caused by Policyholders paying guests or tenants or residents
- ii. Losses not notified to the Police
- iii. Loss or damage occurring while the Home has been left unoccupied (for 60 consecutive days)

2.6 Impact with a building involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal.

Excluding Loss or damage caused by domestic animals.

2.7 Escape of water or oil from any fixed water or cooling installation or domestic appliances

Excluding

- i. Loss or damage while the Home has been left Unoccupied (for 60 consecutive days)
- ii. Loss or damage to the component or appliance from which the water or oil escapes

2.8 Theft or attempted theft

Excluding

- i. Loss or damage caused by Policyholders paying guests, or tenants or residents or domestic helpers
- ii. Losses not notified to the Police
- iii. Loss or damage occurring while the Home has been left Unoccupied (for 60 consecutive days)

2.9 Damage caused by breakage of radio and television receiving equipments, their fittings and masts

Excluding Damage to radio and television receiving equipments, their fittings and masts (subject exclusion applicable only for item No. 9 above)

2.10 Damage caused by falling trees, branches or lampposts

Excluding Damage to fences, gates, hedges or tennis courts

SECTION 2A – BUILDING EXTRA COVERS

Additionally, the Company shall also indemnify the Policyholder for following costs following a loss or damage to the Building:

2.1A Accidental Damage to Cable and Underground Pipes

Covers accidental damage to cables and underground pipes serving the Home, including the cost of breaking into and repairing the pipe between the main sewer and the Home following a blocked pipe. The liability of the Company shall not exceed the limit specified in the policy.

2.2A Architects' surveyors' legal and consulting engineers' fees

Costs necessarily and reasonably incurred in the Reinstatement of the Property insured consequent upon Damage but not for preparing any claim it being understood that the amount payable for such Damage and fees shall not exceed the limit specified in the policy.

2.3A Breakage of Fixed Glass and Sanitary Fixtures

Covers accidental breakage of fixed glass forming part of the Building including glass in solar panel units and fixed baths shower trays shower screens bidets wash basins splash backs pedestals sinks lavatory pans and cisterns (and their fixtures & fittings) upto limit specified in the policy.

2.4A Debris Removal

Costs and expenses necessarily incurred by the Policyholder with the consent of the Company in

- i. removing debris
- ii. dismantling and/or demolishing
- iii. shoring up or propping
- iv. boarding up

of the portion or portions of the Property insured by this Section.

The Company shall not pay any costs and expenses

- i. Incurred in removing debris except from the site of such Property insured destroyed or damaged and the area immediately adjacent to such site
- ii. Arising from Pollution of property and/or land not insured by this Section.

2.5A Emergency Access

Covers costs incurred following loss or damage to the Building caused by the police or emergency services in gaining access to the Home in connection with a medical emergency or to help prevent loss or damage to the Home upto limit specified in the policy.

2.6A Fire Brigade Charges, Extinguishment & Mitigation Costs:

It is agreed that, in the event of any loss or damage proximately caused by an insured peril, the insurance policy will indemnify for Fire Brigade & extinguishments charges and mitigation costs incurred for minimizing such loss/damage upto limit specified in the policy. Coverage stated herein cannot be claimed under multiple sections of the policy for a single claim.

2.7A Fire Extinguishing Expenses

Reasonable costs incurred by the Policyholder as a consequence of Damage in

- I. refilling fire extinguishing appliances
- II. replacing used sprinkler heads
- III. refilling sprinkler tanks
- IV. recharging gaseous flooding systems
- V. resetting fire alarms

2.8A Garden Cover

Gardens consists of flowerbeds, lawns, plants, shrubs or trees, ornaments or statues in the garden within the boundaries of the Home

Covers sudden and unexpected loss of or physical damage to the garden upto limit specified in the policy caused by:

- i. Fire, lighting, explosion or earthquake
- ii. Riot
- iii. Malicious damage
- iv. The Garden being hit by vehicles or aircrafts
- v. Storm or Flood
- vi. Theft or attempted theft
- vii. Falling trees or branches, lampposts or telegraph poles

Excluding

- i. Loss or damage caused by Policyholders paying guests, or tenants or residents or domestic helpers
- ii. Loss or damage caused by garden machinery or any other vehicles used in the garden

2.9A Loss of Metered Water

The cost for which the Policyholder is responsible in respect of loss of metered water provided that the Policyholder maintains a record of readings from the Water Authority meter at intervals of not more than seven days.

The amount payable in respect of any one Premises is limited to such excess water charges demanded by the Water Authority resulting from the escape of water from pipes apparatus or tanks in consequence of Damage and shall in no case exceed the limit specified in the policy. Coverage stated herein cannot be claimed under multiple sections of the policy for a single claim.

2.10A Public Authorities

Such additional cost of Reinstatement for Buildings which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament with bye-laws of any Public Authority in consequence of Damage excluding

- (a) the cost incurred in complying with such regulations bye-laws or stipulations
 - (i) in respect of Damage occurring prior to the granting of this Additional Coverage
 - (ii) in respect of Damage not insured by this Section
 - (iii) under which notice has been served upon the Policyholder prior to the happening of the Damage
 - (iv) for which there is an existing requirement which has not yet been implemented
 - (v) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the damaged property

- (b) the additional cost that would have been required to make good the damaged property to a condition equal to its condition when new had the necessity to comply with such regulations by-laws and stipulations not arisen

- (c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property by reason of compliance with any of the aforesaid Stipulations

The work of Reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the Damage or within such further time as the Company may allow in writing and may be carried out wholly or partially upon another site subject to the liability of the Company under this Additional Coverage not being increased

If the liability of the Company apart from this Additional Coverage shall be reduced by the application of any of the terms and conditions of this Section or of the Policy (other than as a result of this clause) then the liability of the Company under this Additional Coverage shall be reduced in proportion

The total amount recoverable shall not exceed the Sum Insured shown in the Specification

2.11A Trace and Access

Costs necessarily and reasonably incurred by the Policyholder in locating the source of the escape of water from any tank apparatus or pipe and the subsequent making good of Damage provided that the Company's liability for such Additional Coverage shall not exceed the limit specified in the policy.

SECTION 3 – LIABILITY

3.1 Liability to the Public

The company will subject to the limits of liability indemnify the policyholder against all sums for which the policyholder may be legally liable

(A) As owner of the Buildings

(B) As a private householder occupying the buildings

In respect of

- (1) Accidental bodily injury (whether fatal or not)
 - (2) Accidental damage to property
- Occurring in or about the Buildings during the Period of Insurance

Provided that the Company shall not be liable in respect of

- (a) Bodily injury to any person being a member of Policyholder's family or household or at the time of sustaining such injury engaged in and upon the service of the Policyholder.
- (b) Damage to property belonging to or in the charge of or under the control of the Policyholder or a member of the policyholder's family or household or of a person in the service of the policyholder
- (c) Bodily injury or damage arising out of or incidental to The Policyholder's profession or business
- (d) Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

In addition in respect of a claim to which the indemnity expressed in this Section applies the company will pay

- (a) All costs and expenses recovered by any claimant from the policyholder and
- (b) All costs and expenses incurred with the written consent of the Company

In the event of the death of the Policyholder during the period of insurance, the Company will pay, on behalf of the Policyholder, for any legal liability incurred by the Policyholder, prior to his/her death, subject to the terms, limits, additional exclusion and additional conditions of this Section and the General conditions of the policy.

3.2 Personal Contingent Liability Cover

The company will subject to the limits of liability indemnify the policyholder against all sums for which the policyholder may be legally liable

In respect of

- (1) Accidental bodily injury (whether fatal or not)
 - (2) Accidental damage to property
 - (3) The use of lifts, elevators, or vehicles
- Occurring in or as specified in the Geographical Area specified below

Provided that the Company shall not be liable in respect of

- (a) Bodily injury to any person being a member of Policyholder's family or household or at the time of sustaining such injury engaged in and upon the service of the Policyholder
- (b) Damage to property belonging to or in the charge of or under the control of the policyholder or a member of the policyholder's family or household or of a person in the service of the policyholder
- (c) Bodily injury or damage arising out of or incidental to the Policyholder's profession or business
- (d) Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

In addition in respect of a claim to which the indemnity expressed in this Section applies the company will pay

- (a) All costs and expenses recovered by any claimant from the policyholder and
- (b) All costs and expenses incurred with the written consent of the Company

In the event of the death of the policyholder during the period of insurance, the Company will pay, on behalf of the policyholder, for any legal liability incurred, by the Policyholder, prior to his/her death, subject to the terms, limits, additional exclusion and additional conditions of this Section and the General conditions of the policy

For the purposes of this Section the expression "the Policyholder" shall be deemed to include the Policyholder, Spouse, two children under the age of 21 years and/or as specified in the policy schedule.

Geographical Area: Worldwide excluding USA and Canada in respect Householders Insurance

United Arab Emirates in respect of Motor policy

Jurisdiction: United Arab Emirates

Subjectivity: Contingency cover will trigger only when the limits under the Primary Insurance Policy are exhausted

3.3 Tenants Liability

The Insurance by this Policy extends to include the legal liability of the Policyholder as Tenants of the Premises mentioned in the Schedule by reason of damage or destruction by fire and/or perils covered by this Policy for which the Policyholder is liable to the Owners.

The aggregate limit of liability of the Policyholder by virtue of the insurance shall not exceed the limits specified in the policy.

3.4 Landlord's Liability

The insurance by this Policy extends to include the legal liability of the Policyholder as Landlord of the Premises mentioned in the schedule by reason of damage or destruction by an insured peril for which the Policyholder is liable to the tenants.

The aggregate limit of liability of the Policyholder by virtue of the insurance shall not exceed the limits specified in the policy.

SECTION 4 – DOMESTIC SERVANTS

4.1 Personal Accident Cover

In the event the domestic servant of the Policyholder sustains accidental Bodily injury which occurs within the Geographical Limit and Operative time during the Period of Insurance and which independently of any other cause results in: -

- i. Death
- ii. Permanent total disablement occurring within twenty four months of the happening of the accidental Bodily injury

The Company shall pay to the Policyholder the amount stated in the Schedule as Compensation.

In addition the Company will pay Medical expenses and Repatriation Expenses necessarily and reasonably incurred in connection with (i) and (ii) above up to limits specified in the Policy:

This policy does not cover:

Bodily injury consequent upon:

- i. The Person being under the influence of intoxicating liquor or drugs unless taken under proper medical prescription and directions and not for the treatment of drug addiction
- ii. Suicide attempted suicide or intentional self injury or carrying out any criminal act
- iii. The Policyholder engaging in or practicing for any of the Excluded activities
- iv. The Policyholder person travelling other than by regular airlines or vessels or approved multi-engine charter flight
- v. Exposure to danger except in an event to save human life
- vi. Sickness (physical or mental) disease or any naturally occurring condition or degenerative process
- vii. Bodily injury directly or indirectly caused by pregnancy or childbirth.
- viii. Deductible. The Company shall not be liable for the amounts stated in the relevant Schedules in respect of each and every claim as ascertained after the application of all other terms and conditions of the policy
- ix. Any bodily injury of whatsoever nature cost or expense resulting from or arising directly or indirectly from Terrorism. If the Company alleges that by reason of this exclusion any loss damage cost expense or liability is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder.
- x. The person above the age of 64 or below the age of 18 at the time of incident

4.2 Personal Effects of Domestic Servants

Covers loss or damage to personal effects of any domestic servant of the Policyholder caused by an perils insured under Section 1 whilst such personal effects are contained in the Home or in any private dwelling boarding house, lodging house, hotel or inn within the Geographical Limit in which such servant is residing with the Policyholder or any member of the Policyholder's family normally residing with him upto limits specified in the Policy:

4.3 Employers Liability towards Domestic Servant

Covers legal liability of the Policyholder upto limit specified in the policy in respect of injury, illness or disease to any person who is in Policyholder's domestic service and is under a contract of service with the Policyholder.

The cause of the injury or illness must arise during the period of insurance and result from the work the domestic servants are employed to do, anywhere within the Geographical Limit where the Home is situated.

SECTION 5 – FATAL INJURY BENEFITS

5.1 To The Policyholder

If the Policyholder whilst at Home shall suffer bodily injury caused by violent external and visible means and sustained as a result of fire or caused by thieves and if such bodily injury shall within three calendar months result in death of the Policyholder, the Company will subject to the Limits of Liability pay compensation to the Policyholders personal representatives.

5.2 To The Spouse

If the Spouse of the Policyholder whilst at Home shall suffer bodily injury caused by violent external and visible means and sustained as a result of fire or caused by thieves and if such bodily injury shall within three calendar months result in death of the Spouse of the Policyholder, the Company will subject to the Limits of Liability pay compensation to the Policyholder.

5.3 To the Children

If the Children of the Policyholder whilst at Home shall suffer bodily injury caused by violent external and visible means and sustained as a result of fire or caused by thieves and if such bodily injury shall within three calendar months result in death of the Children of the Policyholder, the Company will subject to the Limits of Liability pay compensation to the Policyholder.

SECTION 6 – LOSS OF RENT &/or ALTERNATIVE ACCOMODATION

The Insurance on Rent applies if (any of) the said building or any part thereof is unfit for occupation in consequence of its destruction or damage by a defined peril or if the Policyholder is denied access to the said building due to any destruction or damage at a neighbouring building by a defined peril. The amount payable shall not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of Rent Insured.

If the Rental Value of the said building shall at the time of any fire or at commencement of any destruction of or damage to such property by a defined peril hereby insured against be collectively more than the Sum Insured on Rent, then the Policyholder shall be considered as being their own Insurers for the difference and shall bear a ratable share of the loss accordingly.

Maximum per day compensation paid hereunder shall not exceed per day pro-rata sum insured to the indemnity period declared under this section.

POLICY LIMITS

SECTION 1 – CONTENTS

- **Any one article**
Contents:
Any One Occurrence Limit only: 10% of Contents Sum insured or AED 25,000/- whichever is lower unless otherwise specifically agreed.
- **Contents Temporarily Removed**
Subject to a limit of 10% of the Contents Sum Insured or AED 25,000/- whichever is lower per claim and in aggregate during the policy period
- **Contents in Open**
Subject to a limit of AED 2,500/- per claim
- **Damage to Deep Freezer Contents**
Subject to a limit of AED 2,500/- per claim
- **Debris Removal**
Subject to a limit of 10% of Contents Sum Insured
- **Door Locks**
Subject to a limit of AED 500/- per claim
- **Fire Brigade Charges, Extinguishment & Mitigation Costs**
Subject to a limit of AED 50,000/- per claim
- **Loss of Money used or held solely for private, social or domestic purposes**
Subject to a limit of AED 500/- per claim
- **Loss of Important Documents**
Subject to a limit of AED 1,000/- per document and AED 2,500/- in aggregate during the policy period
- **Loss of Metered Water**
Subject to a limit of AED 2,500/- per claim
- **Mirrors and Glass**
Subject to a limit of AED 500/- per claim
- **Personal Possessions, Valuables, Portable & Sports Equipments**
Any One Occurrence and In Aggregate: One third of the Contents Sum Insured or AED 25,000/- whichever is lower per occurrence and in aggregate during the policy period unless otherwise specifically agreed.
- **Shifting to a new house**
Subject to a limit of AED 1,000/- per article or claim
- **Tenant's Improvements**
Subject to a limit of 10% of the Contents Sum Insured

- **Visitor's Personal Effects**
Subject to a limit of AED 2,500/- per claim

SECTION 2 – BUILDING

- **Architects' surveyors' legal and consulting engineers' fees**
Subject to a limit of 10% of Building Sum Insured or AED 50,000/- whichever is lower per claim
- **Accidental Damage to Cable and Underground Pipes**
Subject to a maximum AED 10,000/- per claim and AED 20,000/- in aggregate during the policy period
- **Breakage of Fixed Glass and Sanitary Fixtures**
Subject to a limit of AED 1,000/- per article and AED 2,500/- in aggregate during the policy period
- **Debris Removal**
Subject to a limit of 5% of Building Sum Insured or AED 50,000/- whichever is lower per claim
- **Emergency Access**
Subject to a limit of AED 1,000/- per claim
- **Fire Brigade Charges, Extinguishment & Mitigation Costs**
Subject to a limit of AED 50,000/- per claim
- **Garden Cover**
Subject to a limit of AED 2,500/- per claim
- **Loss of Metered Water**
Subject to a limit of AED 2,500/- per claim
- **Trace and Access**
Subject to a limit of AED 2,500/- per claim

SECTION 3 – LIABILITY

- **Liability to the Public**
Subject to Limit of Liability as declared on the policy schedule
- **Personal Contingent Liability Cover**
Subject to a limit of 25% of the Limit of Liability declared on the policy schedule per claim and in aggregate during the policy period
- **Tenants Liability**
Subject to a limit of 25% of the Limit of Liability declared on the policy schedule per claim and in aggregate during the policy period
- **Landlord's Liability**
Subject to a limit of 25% of the Limit of Liability declared on the policy schedule per claim and in aggregate during the policy period

SECTION 4 – DOMESTIC SERVANTS

- **Personal Accident Cover**
Subject to maximum sum insured as declared on the policy schedule
- **Medical Expenses**
Subject to maximum of AED 15,000/- per claim
- **Repatriation Expenses**
Subject to maximum of AED 10,000/- per claim
- **Personal Effects of Domestic Servants**
Subject to a limit of AED 1,000/- per claim
- **Employers Liability towards Domestic Servant**
Subject to a limit of AED 25,000/- any one claim and in aggregate during the policy period

SECTION 5 – FATAL INJURY BENEFITS

- **To The Policyholder**
Subject to a limit of AED 25,000/- per claim
- **To The Spouse**
Subject to a limit of AED 25,000/- per claim
- **To the Children**
For Age Group 0 to 5 years: Subject to a limit of AED 6,250/- per child per claim

For Age Group 6 to 17 years: Subject to a limit of AED 12,500/- per child per claim

SECTION 6 – LOSS OF RENT &/or ALTERNATIVE ACCOMODATION

Subject to maximum sum insured as declared on the policy schedule

DEDUCTIBLES

SECTION 1 – CONTENTS

An amount of AED 100/- will be deducted from any claim under Section 1

Only one deductible may apply in the event of a claim under more than one item arising out of the same occurrence at the same time

SECTION 2 – BUILDINGS

An amount of AED 1,000/- will be deducted from any claim under Section 2

Only one deductible may apply in the event of a claim under more than one item arising out of the same occurrence at the same time

SECTION 3 – LIABILITY

An amount of AED 1,000/- will be deducted from any claim under Section 3 in respect of third party property damage claims only.

Only one deductible may apply in the event of a claim under more than one item arising out of the same occurrence at the same time

ADDITIONAL CLAIM CONDITIONS

SECTION 1 – CONTENTS

Following loss or damage by any of the causes insured

1. Provided that at the time of loss or damage the sum insured under this section is at least equal to the cost of replacement as new

The Company will at their option

(a) Either

- (i) Pay the cost of repairing
- (ii) Pay the cost of replacing as new
- (iii) Replace as new

(b) Or make a cash payment for any item lost or damaged

2. For clothing the Company will make a deduction for wear, tear or betterment

3. If the sum insured at the time of loss or damage is not as described above, the Company will make a deduction of wear, tear or betterment on all items lost or damaged.

Subject to the limits specified in the policy or policy schedule, as applicable

4. For Personal Valuables, Portable & Sports Equipments

(a) Either

- i. Pay the cost of repairing
- ii. Pay the cost of replacing as new any item lost
- iii. Replace as new or damaged

(b) Or make a cash payment for any item lost or damaged

SECTION 2 – BUILDINGS

1. If the parts of the Buildings damaged by any of the cause insured are repaired or replaced, the Company will pay the Policyholder for cost of any necessary work done without any reduction for wear, tear or betterment if at the time of the loss:

(a) The buildings are in good repair

(b) The sum insured is not less than the cost of rebuilding the buildings

2. If the parts of the Buildings damaged by any of the causes insured are not repaired or replaced, or the buildings are not in good repair; or the sum insured is less than the cost of rebuilding the buildings, the Company at their option will pay the policyholder:

(a) The cost of reinstating the damage less an allowance for any wear, tear or betterment or

(b) The difference between the value of the buildings prior to destruction or damage and the value of the buildings following the destruction or damage.