

home insurance

# Policy Handbook Home Comfort



**what you need to know**

October 2016

رؤية جديدة / للتأمين  
redefining / insurance





# Contents

Section	Page No.	Description
<b>1. Introduction</b>	1	
<b>2. Policy Cover Summary</b>	2	
<b>3. Definitions</b>	3	
<b>4. Covers</b>	5	
		Section 1 Contents
		Section 2 Accidental Damage to Contents
		Section 3 Personal Belongings in and away from your home
		Section 4 Building (s)
		Section 5 Accidental Damage to the Buildings
		Section 6 Domestic Helpers
<b>5. Special Conditions</b>	19	
<b>6. General Exclusions</b>	22	
<b>7. General Conditions</b>	25	
<b>8. General Information</b>	28	
<b>9. Claims Procedure</b>	30	
<b>10. Complaints Procedure</b>	31	



## 1. Introduction

Thank you for choosing AXA Home Comfort Insurance. This Policy is specially designed to provide you and your family with a simple and comprehensive coverage for your household contents, building, legal liability and much more.

You will find in this booklet the wording of your Home Insurance. It tells you what is covered and what is not, as well as the terms and conditions which apply.

### On receipt of your Policy

To ensure that your Policy gives you the protection you need, we recommend that you read it carefully in conjunction with the attached Schedule, and return the Schedule immediately if any details are incorrect.

The Schedule specifies the cover you have selected; it is your evidence of insurance and may be required in the event of a claim. If you decide that you do not wish to accept this Policy, return it within 14 days of receipt and, provided no claims have been made, we will refund the Premium less AED 50 for administrative expenses.

### Operation of Cover

The Proposal made by you is the basis of and forms part of this contract. We will provide insurance within the terms of this Policy for those Sections specified in the Schedule in respect of events occurring during the Period of Insurance or any subsequent period for which you pay and we agree to accept a renewal premium.

This Policy, the Proposal and the Schedule should be read together and form the contract of insurance.

### Keeping us informed

It is important you let us know immediately of changes that affect what you have told us; for example, if anything happens to change the use, nature or amount of property insured. Changes will only take effect after we have agreed and issued an endorsement to the Policy.

## 2. Policy Cover Summary

Please note your policy schedule will define the covers applicable to you.

COVER	LIMITS
<b>Building (s) only</b>	
Fire and Allied perils / Accidental Damage	As per Policy Schedule
Loss of rent or cost of alternative accommodation	20% of Building Sum Insured
Owner's liability to the public	AED 5,000,000
Breakage of fixed glass and sanitary fixtures	10% of Building Sum Insured
<b>Contents Only</b>	
Accidental Damage	As per Policy Schedule
Tenant's liability	As per Policy Schedule
Loss of rent or cost of alternative accommodation	20% of Contents Sum Insured
Fatal injury benefit	AED 50,000
Occupiers Personal and Employers liability	AED 5,000,000
Theft of keys	1% of Contents Limit
Spoilage of food in deep freezer	1% of Contents Limit
Home Assistance	Yes
<b>Personal Belongings (PB)</b>	
Personal belongings, valuables and portable equipment	As Per Policy Schedule
Personal money and credit cards	5% of PB Limit
Loss of passport, driving license, work permit, residence permit, Base pass and Iqama	5% of PB Limit
<b>Domestic Helper (s)</b>	
Accidental Death	AED 30,000
Accidental Medical Reimbursement	AED 10,000
Repatriation (Accidental death)	AED 5,000

### 3. Definitions

Wherever the following words or phrases occur, they will have the meaning described below (unless stated otherwise):

#### **Accident/Accidental/Accidental Damage**

Any damage and/or losses covered by this contract and which occur while it is in force, arising from a violent, sudden and external cause that is not intentional on the part of the insured.

The Insured has burden of proof to show that the loss or damage meets this definition.

#### **Bodily Injury**

An identifiable physical injury sustained during the Period of Insurance and caused by a sudden, unexpected and specific event. Excludes any disease, sickness or medical disorder.

#### **Building (s)**

Your Home built of brick stone or concrete and roofed with incombustible material (unless otherwise stated in the Schedule) and including any domestic garages and outbuildings swimming pools, terraces, patios, drives and footpaths, walls, fences and gates and landlord's permanent fixtures and fittings situated as stated in the Schedule.

#### **Contents**

Household goods and Personal Belongings for which you are legally responsible or belonging to resident domestic helpers whilst within your Home, including fixtures and fittings

belonging to you (or for which you are responsible) not being landlord's fixtures and fittings and interior decorations.

#### **Company/Insurer/We/Ours/Us**

AXA Insurance (Gulf) B.S.C (c)/AXA

#### **Credit cards**

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

#### **Excess**

The amount you will have to pay towards any claim.

#### **Geographical Limits**

Within UAE and any other area as stated in your policy schedule.

#### **Home**

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

#### **Insured/Insured Person/You/Your**

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

#### **Personal Belongings**

Luggage, clothing, watches and articles of personal use, normally worn used or carried about the person, belonging to you or for which you are legally responsible, but excluding items under the definitions of Portable Equipment and Valuables.

### **Personal Money**

Current legal tender, cheques, money orders, postal orders, current postage stamps (not being part of a collection), travelers cheques, travel tickets, luncheon vouchers, gift tokens and phone cards.

### **Portable Equipment**

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

### **Schedule**

The validation page attached to this Home Comfort Insurance Policy setting out the name of the Insured, Period of Insurance, Sections insured, Sums insured and other particular or special conditions and terms applying to your insurance.

### **Sum Insured**

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

### **Single Article Limit**

At the time of loss or damage, the claim will not include any amount above the below limits if the item lost or damaged is not listed and described in the proposal form. The limits, unless another amount is shown in the Schedule, are as follows:

For items within Section 1 & 2: AED 40,000

For items within Section 3: AED 10,000\*

### **Unoccupied**

Not lived in by You or by any other person with Your permission for more than 60 consecutive days.

### **Valuables**

Stamps, coins or medal collections, curios, pictures or other works of art, rugs or carpets, articles of gold, silver or other precious metal jewellery or fur.

### **Theft**

An act of stealing by use of force or threat of force or violent/forcible breaking into or exit from your Home.

Unexplained loss, Misplacement of an item, Mysterious Disappearance is not considered as Theft for the purpose of this Policy.

\*Items that exist in both section 1/2 & 3 will have the single article limit of section 3, if section 3 is purchased.



## 4. Covers

### SECTION 1 - CONTENTS

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#### Part A: Contents in your Home

We will provide cover for loss or damage to the Contents, Valuables and Portable Equipment in your Home caused by:

1. Fire, explosion, lightning or earthquake.
2. Smoke

**BUT NOT**

DUE TO ANY GRADUALLY OPERATING CAUSE.

3. Storm and flood
4. Riot, civil commotion, strikes, labour disturbances.

**BUT NOT**

a. LOSS OR DAMAGE TO GOODS IN FREEZERS AND/OR REFRIGERATORS CAUSED BY FAILURE OF ELECTRICITY AS A DIRECT OR INDIRECT CONSEQUENCE OF A DELIBERATE ACT BY THE SUPPLY AUTHORITY AND/OR THEIR EMPLOYEES.

b. LOSS OR DAMAGE OCCURRING WHILE THE HOME HAS BEEN LEFT UNOCCUPIED.

5. Malicious persons or vandals.

**BUT NOT**

a. MALICIOUS DAMAGE CAUSED BY YOUR PAYING GUESTS OR TENANTS OR RESIDENTS.

b. WHEN YOU HAVE FAILED TO NOTIFY THE POLICE.

c. LOSS OR DAMAGE OCCURRING WHILE THE HOME HAS BEEN LEFT UNOCCUPIED.

6. Collision by vehicles or animals or aircraft or other aerial devices or articles dropped from them.

**BUT NOT**

LOSS OR DAMAGE CAUSED BY DOMESTIC ANIMALS OR BIRDS.

7. i. Escape of water from water tanks, pipes, fixed apparatus or fixed heating installation.  
ii. Leakage of heating fuel from a fixed heating installation.

**BUT NOT**

a. LOSS OR DAMAGE WHILE THE HOME HAS BEEN LEFT UNOCCUPIED.

b. LOSS OR DAMAGE TO THE COMPONENT OR APPLIANCE FROM WHICH THE WATER OR OIL ESCAPES.

c. COST OF LOCATING AND RECTIFYING THE SOURCE OF ESCAPE OF WATER OR OIL.

8. Theft or attempted theft.

**BUT NOT**

a. LOSS OR DAMAGE CAUSED BY YOUR PAYING GUESTS OR TENANTS OR RESIDENTS OR DOMESTIC HELPERS.

b. WHEN YOU DID NOT OBTAIN A POLICE REPORT, IDENTIFYING THE ITEMS LOST OR DAMAGED.

**c. LOSS OR DAMAGE OCCURRING WHILE YOUR HOME HAS BEEN LEFT UNOCCUPIED.**

9. Falling radio and television receiving aerials (including satellite dishes) their fittings and masts.
10. Damage caused by falling trees or branches.

**BUT NOT**

- a. DAMAGES TO TREES.
- b. THE COST OF REMOVAL OF FALLEN TREES OR BRANCHES.

**Part B: Contents Temporarily Removed**

Loss of or damage to Contents not exceeding 20% of the Sum Insured in total by any of the causes listed under Part A while temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same premises or to any other premises within the Geographical Limits.

**BUT NOT**

- a. LOSS OR DAMAGE BY STORM OR FLOOD TO PROPERTY NOT IN A BUILDING.
- b. LOSS OR DAMAGE WHILE REMOVED FOR SALE OR EXHIBITION OR TO A FURNITURE DEPOSITORY.

**Part C: Contents in the Open**

Loss of or damage to Contents not exceeding 1% of your contents limit. in total by any of the causes listed under Part A whilst in the open but within the boundaries of the land belonging to your Home.

**BUT NOT**

- a. LOSS OR DAMAGE BY WATER, STORM OR FLOOD.
- b. LOSS OR DAMAGE OCCURRING WHILE THE HOME HAS BEEN LEFT UNOCCUPIED.
- c. LOSS OR DAMAGE TO PEDAL CYCLES.

**Part D: Theft of Keys**

If keys to the locks of

- i. external doors of your Home
- ii. alarm systems or domestic safes

Fitted in Your Home are stolen following forcible and violent entry to or exit from the Home, we will pay the cost of replacing locks or lock mechanisms up to 1% of your contents limit.

**BUT NOT**

- a. WHEN YOU DID NOT OBTAIN A POLICE REPORT.

**Part E: Spoilage of Food in Deep Freezer**

Loss or damage to food not exceeding 1% of your contents limit. in total contained in deep freezer unit(s) situated within Your Home as a result of

- i. rise or fall in temperature
- ii. contamination by refrigerant or refrigerant fumes
- iii. failure of the supply of electricity

**BUT NOT LOSS OR DAMAGE CAUSED BY**

- a. THE POWER SUPPLY AUTHORITY OR ITS EMPLOYEES DELIBERATELY CUTTING OFF OR REDUCING THE SUPPLY.

- b. **CONNECTING OR SWITCHING OFF THE ELECTRICITY SUPPLY WHETHER ACCIDENTAL OR OTHERWISE AT YOUR HOME.**
- c. **YOUR HOME BEING UNOCCUPIED.**

**Part F: Loss of Rent or Cost of Alternative Accommodation**

If your Home is damaged and made uninhabitable by any cause listed under Part A we will pay as follows:

In the event that the occupier of the insured building is the owner :

- i. The expenses of moving to alternative housing.
- ii. The rent of a furnished apartment of a similar level to the apartment that was occupied in the insured building.

In the event that the occupier of the insured building is a tenant:

- i. The expenses of moving to alternative housing.
- ii. The difference between the previous rent allowance and rent allowance for alternative housing that is supposed to be furnished and of a similar level to the apartment that was occupied in the insured building.

**The compensation period We will cover** is between the evacuation of the insured building and either one of the following cases, whichever is earliest:

- i. When the building or apartment is fit for habitation.

- ii. When the insurance amount specified for alternative housing is exhausted.

Either way, the payment shall not exceed 20% of the Contents Sum Insured, and shall be made on reimbursement basis only.

**Part G: Household Removals**

Loss of or damage to Contents while in transit from the Insured Home to another including loading and unloading within the Geographical Limits provided that such removals are carried out by professional removal contractors limited to maximum period of 7 working days from date of first removal.

**BUT NOT**

- a. **DAMAGE ARISING FROM WEAR TEAR DEPRECIATION THE ACTION OF LIGHT.**
- b. **DAMAGE DUE TO ATMOSPHERIC CONDITIONS MOTH VERMIN INFESTATION DAMP RUST WET OR DRY ROT.**
- c. **ANY GRADUALLY OPERATING CAUSE THE PROCESS OF CLEANING WASHING REPAIRING OR RESTORING ANY ARTICLE ELECTRICAL OR MECHANICAL BREAKDOWN CONSEQUENTIAL LOSS.**
- d. **MONEY, COINS, JEWELLERY, FURS, ARTICLES OF GOLD OR PLATINUM PRECIOUS STONES SECURITIES DEEDS OR DOCUMENTS OF ANY KIND BUSINESS BOOKS MANUSCRIPTS AND STAMPS.**

**e. DAMAGE DURING SEA AND/OR AIR TRANSITS.**

**Part H: Fatal Injury Benefit**

In the event of Your death or of Your spouse as a direct result of injury caused in your Home by fire explosion lightning or thieves, we will pay in total the sum of AED 50,000 provided death ensues within three months of such injury.

**Part I: Visitor's Personal Effects**

We will pay up to an amount of 1% of your contents limit in total for loss or damage to Your visitor's personal belongings (other than cash, currency, Valuables, documents) by any of the causes listed in Part A and happening in Your Home.

**Part J: Occupiers Personal and Employers Liability**

We will indemnify You against Your legal liability for damages and claimants costs and expenses in respect of

- i. accidental bodily injury to any person including Your domestic helper(s) and employees
- ii. accidental loss of or damage to material property

Point i, ii must occur during the Period of Insurance within the Geographical Limits and in the remainder of the world in respect of temporary visits up to 90 days per year

We will also pay all defense costs and expenses incurred with our written consent.

Our liability for damage and claimant's costs and defense costs and expenses resulting from one original cause shall not exceed AED 5,000,000.

**BUT NOT ANY LIABILITY**

- a. ARISING DIRECTLY OR INDIRECTLY BY THROUGH OR IN CONNECTION WITH
  - i. THE OWNERSHIP POSSESSION OR USE BY YOU OR ON YOUR BEHALF OF ANY MOTORCYCLE OR OTHER MECHANICALLY PROPELLED VEHICLE (OTHER THAN MOTORIZED DOMESTIC GARDENING EQUIPMENT USED WITHIN THE BOUNDARIES OF THE LAND BELONGING TO YOUR HOME)
  - ii. AIRCRAFT
  - iii. CRAFT AND VESSELS DESIGNED TO BE USED ON OR IN WATER
  - iv. THE OCCUPATION OF LAND OR BUILDINGS (OTHER THAN YOUR HOME OR ITS GROUNDS)
  - v. THE OWNERSHIP OF LAND BUILDINGS OR IMMOBILE PROPERTY
  - vi. ANY WILLFUL OR MALICIOUS ACT
  - vii. HUMAN IMMUNODEFICIENCY VIRUS (HIV) AND/OR HIV RELATED ILLNESS INCLUDING ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) AND/OR ANY MUTANT DERIVATIVE OR VARIATIONS THEREOF HOWEVER CAUSED
- b. ASSUMED UNDER ANY AGREEMENT UNLESS SUCH LIABILITY WOULD

HAVE ATTACHED NOTWITHSTANDING SUCH AGREEMENT.

- c. ARISING DIRECTLY OR INDIRECTLY BY THROUGH OR IN CONNECTION WITH THE CARRYING ON OF ANY TRADE BUSINESS OR PROFESSION.
- d. FOR LOSS OF OR DAMAGE TO PROPERTY BELONGING TO YOU OR HELD IN TRUST BY YOU OR IN YOUR CUSTODY OR CONTROL.
- e. FOR ANY BODILY INJURY CONTRACTED BY YOU OR YOUR FAMILY MEMBERS.
- f. FOR CLAIMS AND LOSSES BASED UPON ARISING OUT OF DIRECTLY OR INDIRECTLY RESULTING FROM OR IN CONSEQUENCES OF OR ANY WAY INVOLVING ASBESTOS.

### **Part K: Tenant's Liability**

All sums up to AED 1,000,000 (or as mentioned in your Policy Schedule) for which you are legally responsible as Tenant for

- 1. Loss of or damage to the Home and landlords fixtures and fittings by any of the causes (Covers) 1 to 8 inclusive listed under Section 4.
- 2. 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.
- 3. Accidental damage by external means to

- a. cables or underground pipes providing services to or from the building.
- b. septic tanks and drain inspection covers.

### **BUT NOT**

- a. LOSS OR DAMAGE EXCLUDED UNDER ANY OF THE CAUSES (EXCLUSIONS) 1 TO 8 LISTED UNDER SECTION 4.
- b. LOSS OR DAMAGE WHILE YOUR HOME HAS BEEN LEFT UNOCCUPIED.
- c. CONTRACTUAL LIABILITY OF ANY TYPE EXCEPT LIABILITY ARISING OUT OF THE TENANCY CONTRACT APPLICABLE TO YOU BY WHICH YOU ARE A TENANT OF THE INSURED PREMISES

### **CONTENTS WE WILL NOT PAY FOR UNDER SECTION 1**

- a. PROPERTY INSURED BY ANY OTHER POLICY.
- b. SECURITIES AND DOCUMENTS OF ANY KIND.
- c. MOTORCYCLE OR OTHER MECHANICALLY PROPELLED VEHICLES (OTHER THAN MOTORIZED DOMESTIC GARDENING EQUIPMENT) AIRCRAFT WATERCRAFT SAIL BOARDS SURF BOARDS CARAVANS TRAILERS AND PORTIONS PARTS AND ACCESSORIES OF ANY OF THESE.
- d. GOODS USED FOR BUSINESS OR PROFESSIONAL PURPOSES.
- e. LIVESTOCK AND PETS.

## Part I: Home assistance

Company undertake to provide an Emergency Repair Service to secure the dwelling and prevent further damage or loss occurring. It does not undertake to carry out full repairs, all repair works are subject to the limitations of cover and to the following definitions, conditions and exclusions as described herein. This service is not a replacement for a Home Policy and is not a maintenance Contract for the domestic dwelling.

The cost of the call-out, labour and materials which are necessary for the Emergency Repair (Plumbing, Electrical, Locksmith, Glazing) will be borne by the service provider up to a maximum of AED 700 for each emergency, with a maximum of 3 (three) emergencies in any one year (AED 2100/= per year). In the event that the cost of Emergency Repair exceeds the maximum allowable, the difference will be borne by the client.

### Definitions

#### The Service Company

Is GULF ASSIST, the company provided by the Insurer for the purpose of supplying the covers of this policy, directly or by means of its network, on the Insurer's behalf.

#### Emergency Repair

An Emergency Repair is defined as the repair necessary to render the dwelling safe and/or secure the dwelling against further loss or damage as a result of an unforeseen or sudden occurrence which results in damage to your domestic dwelling demanding immediate action.

#### Plumbing means

Damages of house fixed plumbing / fitting, producing damages to the property of the Insured. The community property or third parties plumbing, will not be considered relevant to housing, although they could be located in the Insured area.

#### Electricity means

Lack of electric supply in some of the dwelling installation phases, whenever the origin of the damage is located within the domestic dwelling.

#### Locksmith means

Any risk impeding the insured access to the building, being necessary the intervention of a Locksmith or emergency services, by no other alternative route.

#### Glasswork

Breaking of windows or any other vertical crystal surface belonging to the window structure, as long as the breakage determines a lack of protection from environmental accidents or any third party hostile action.

### Details of the service

#### Plumbing

In the event of breakage or damage to piping, leaks from sanitary fittings, fixed water installations within the domestic dwelling, GULF ASSIST will send a Plumber, who will carry out the Emergency Repair necessary to render the dwelling safe and/or secure the dwelling against further loss or damage, when the condition of such installations permit such repair.

### Electrical

In the event of failure of electrical supply within the domestic dwelling as a result of a fault or damage to the internal electrical installation, GULF ASSIST will send an Electrician, who will carry out the Emergency Repair necessary to render the dwelling safe and/or secure the dwelling against further loss or damage, when the condition of such installations permit such repair.

### Locksmith

In the event of the domestic dwelling being made insecure or if it is impossible to gain entry, due to loss or theft of keys or damage to locks as a consequence of theft or any accidental cause, in the event that a child may have locked themselves in a room, GULF ASSIST will send a Locksmith, who will carry out the Emergency Repair necessary to render the dwelling safe and/or secure the dwelling against further loss or damage when the condition of such installations permit such repair.

### Glazing

In the event of breakage of Glazing to external windows or doors which render the domestic dwelling insecure, GULF ASSIST will send a Glazier, who will carry out the Emergency Repair necessary to render the dwelling secure. GULF ASSIST undertake to install a single glazed unit where possible, either permanent or temporary, to secure the dwelling. Where this is not possible, GULF ASSIST will board up to secure the dwelling and eliminate the Emergency.

### EXCLUSIONS

a. ANY WORK OTHER THAN 'EMERGENCY REPAIR' AS DEFINED.

- b. ANY WORK UNDERTAKEN NOT WITHIN THE DOMESTIC DWELLING.
- c. THE REPAIR OF DAMAGE ARISING FROM SEEPAGE/LEAKING OR DAMPNESS EVEN AS A RESULT OF BREAKAGE OR DAMAGE OF THE PIPING OR OTHER INSTALLATIONS.
- d. THE REPAIR OF AIR CONDITIONING INSTALLATIONS, ELECTRICAL SHOWERS, WATER FILTRATION UNITS, JACUZZIS, DRAINS AND SEPTIC TANKS OUTSIDE OF THE DWELLING HOUSE.
- e. REPAIR TO LIGHTING SUCH AS BULBS OR FLUORESCENT TUBES.
- f. FREE STANDING ELECTRICAL INSTALLATIONS, SUCH AS LAMPS, HOME APPLIANCES.
- g. ALARM SYSTEMS, TELEPHONE SYSTEMS.
- h. ANY WORK TO DOUBLE GLAZED UNITS WHERE ONE PANE HAS REMAINED INTACT.
- i. ANY WORK TO INTERNAL DOORS, ETC.
- j. ANY WORK TO EXTERNAL DOORS OR WINDOWS WHEN ACCESS IS POSSIBLE BY AN ALTERNATIVE ROUTE.
- k. ANY WORK TO MECHANICAL SHUTTERS, AUTOMATIC GARAGE DOORS.
- l. ANY WORK TO EXTERNAL DOORS NOT ACCESSING THE DOMESTIC DWELLING DIRECT.
- m. ANY EXCLUSION STATED UNDER THE GENERAL EXCLUSIONS SECTION OF THIS BOOKLET.

## SECTION 2 - ACCIDENTAL DAMAGE TO CONTENTS

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This cover only applies when shown in your Schedule.

We will provide cover for:

Damage by Accidental external means to the Contents insured under Section 1 of the Policy while in your Home.

### **BUT NOT**

- a. DAMAGE TO PERSONAL BELONGINGS, VALUABLES AND PORTABLE EQUIPMENT.
- b. DAMAGE TO CLOTHING, CONTACT LENSES, STAMPS, FOOD IN FREEZERS AND PEDAL CYCLES.
- c. DAMAGE BY WEAR TEAR DEPRECIATION ACTION OF LIGHT ATMOSPHERIC CONDITIONS OR ANY GRADUALLY OPERATING CAUSE.
- d. DAMAGE ARISING FROM MOTH VERMIN INFESTATION DAMP RUST WET OR DRY ROT.
- e. DAMAGE CAUSED BY ANY PROCESS OF CLEANING WASHING REPAIRING OR RESTORING ANY ARTICLE.
- f. FAILURES OR DAMAGE NOT DIRECTLY CONSEQUENT UPON OR ATTRIBUTABLE TO AN ACCIDENT INCLUDING BUT NOT LIMITED TO ELECTRICAL OR MECHANICAL BREAK DOWN.
- g. DAMAGE CAUSED BY INCORRECT POLARITY FROM A BATTERY.
- h. DAMAGE TO RECORDING TAPES DISCS OR RECORDS.
- i. DAMAGE CAUSED BY DOMESTIC ANIMALS OR BIRDS.

- j. DAMAGE TO GLASS OVEN DOORS OR CERAMIC GLASS IN COOKER HOBS.
- k. CONSEQUENTIAL LOSS.
- l. LOSS OR DAMAGE WHILST THE HOME IS LENT, LET, SUB-LET IN WHOLE OR IN PART.
- m. LOSS OR DAMAGE SPECIFICALLY EXCLUDED ELSEWHERE IN SECTION 1 OF THIS POLICY.

## SECTION 3 - PERSONAL BELONGINGS, PORTABLE EQUIPMENT AND VALUABLES IN AND AWAY FROM YOUR HOME

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### **Part A: Personal Belongings, Valuables and Portable Equipment**

This cover only applies when shown in your Schedule.

We will pay for your Personal Belongings, Valuables and portable equipment in the event of Theft, or damage by Accidental means up to 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.

### **BUT NOT**

- a. LOSS OR DAMAGE CAUSED BY WEAR 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.



- b. DAMAGE TO SPORTS RACQUETS STICKS BATS AND CLUBS WHILE IN PLAY.
- c. SKIS (INCLUDING STICKS AND BINDINGS) WATERCRAFT SUB-AQUA EQUIPMENT CAMPING EQUIPMENT AND RIDING TRACK.
- d. CONTACT AND CORNEAL LENSES AND HEARING AIDS.
- e. CONFISCATION OR DETENTION BY CUSTOMS OR OTHER OFFICIALS.
- f. CONSEQUENTIAL LOSS.
- g. FAILURE LOSS OR DAMAGE NOT DIRECTLY CONSEQUENT UPON OR ATTRIBUTABLE TO AN ACCIDENT INCLUDING BUT NOT LIMITED TO ELECTRICAL OR MECHANICAL BREAKDOWN.
- h. LOSS OR DAMAGE DUE TO BUSINESS OR PROFESSIONAL USE IN RESPECT OF MUSICAL INSTRUMENTS PHOTOGRAPHIC AND SPORTING EQUIPMENT AND ACCESSORIES.
- i. THEFT WHEN YOU DID NOT OBTAIN A POLICE REPORT ON THE OCCURRENCE OF THE THEFT INCIDENT, IDENTIFYING THE ITEMS LOST OR DAMAGED.
- j. LOSS OR DAMAGE CAUSED BY YOUR WILLFUL ACT.
- k. MONEY, CREDIT CARDS, SECURITIES, DOCUMENTS.
- l. 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.
- m. LOSS OR DAMAGE TO PROPERTY DISPATCHED BY SEA OR AIR UNDER A BILL OF LADING AIRWAY BILL OR SIMILAR DOCUMENT.
- n. BREAKAGE OF STRINGS OF ANY MUSICAL INSTRUMENT.
- o. MOTORCYCLES AND OTHER MECHANICALLY OR ELECTRICALLY PROPELLED VEHICLES.
- p. LIVESTOCK AND PETS.
- q. IN RESPECT OF PEDAL CYCLES ONLY:
  - LOSS OR DAMAGE WHILE BEING USED FOR TRACK RACING OR TRADE PURPOSES
  - THEFT UNLESS IN A BUILDING OR SECURELY LOCKED TO AN IMMOVABLE OBJECT
  - LOSS OF OR DAMAGE TO ACCESSORIES UNLESS CAUSED BY AN ACCIDENT TO THE PEDAL CYCLE OR UNLESS THE PEDAL CYCLE IS STOLEN OR DESTROYED BY FIRE AT THE SAME TIME
- r. PERSONAL BELONGINGS, VALUABLES AND PORTABLE EQUIPMENT EXCEEDING THE SINGLE ARTICLE LIMIT UNLESS A LIST HAS BEEN PROVIDED TO US.

## **Part B: Personal Money and Credit cards**

This cover only applies when shown in your Schedule.

We will provide cover for your Personal Money and Credit Cards in the event of Theft or damage by Accidental means while within the Geographical Limit and while temporarily elsewhere in the world for not more than 90 days in any Period of Insurance.

Credit Cards are insured only against any loss as a result of misuse by any unauthorized person following the theft of any such card before the card company has received notification of the loss and provided that you comply with the terms under which the card was issued. The maximum we will pay during the Period of Insurance for this Cover is 5% of your personal belonging limit unless another amount is shown in the Schedule.

### **BUT NOT**

- a. SHORTAGES DUE TO ERROR OR OMISSION.
- b. LOSSES NOT REPORTED TO THE POLICE OR YOU DID NOT OBTAIN A POLICE REPORT ON THE OCCURRENCE OF THE THEFT INCIDENT, IDENTIFYING THE ITEMS LOST OR DAMAGED.
- c. LOSS OF CREDIT CARDS NOT REPORTED TO THE CARD ISSUING COMPANY WITHIN 24 HOURS OF DISCOVERY.

## **Part C: Loss of Passport, Driving License, Work Permit, Residence Permit, Base Pass and Iqama**

This cover only applies when shown in your Schedule.

The Company will reimburse the cost of making a duplicate passport, driving license, work permit, residence permit, base pass and/or Iqama which is/are accidentally damaged while within the Geographical Limit and while temporarily elsewhere in the world for not more than 90 days in any Period of Insurance.

The maximum amount which can be indemnified is AED 1,000 per document subject to a maximum of 5% of your personal belongings limit for all documents during the Period of Insurance.

### **Provided always that:**

- 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.
- This Cover applies only to You, Your Spouse and 2 children normally residing with You.
- The first AED 100 of each and every loss must be borne by You.
- We will not be responsible for the renewal or extension costs of the lost or damaged document which You would have had to bear if there had been no loss.

## **SECTION 4 - BUILDING (S)**

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This cover only applies when shown in your Schedule.

### **Part A: Property Insured**

1. Building (s)
2. Insureds fixtures and fittings

### **Cover**

We will provide cover for:

Loss of or damage to the Building (s) by the following causes:

1.
  - i. Fire, explosion, lightning or Earthquake
  - ii. Smoke

#### **BUT NOT**

**DUE TO ANY GRADUALLY OPERATING CAUSE.**

2. Storm and Flood

#### **BUT NOT**

- a. **LOSS OR DAMAGE CAUSED BY FROST.**
- b. **LOSS OR DAMAGE TO FENCES AND GATES.**

3.
  - i. Riot, civil commotion, strikes and labor disturbances
  - ii. Malicious persons or vandals

#### **BUT NOT**

- a. **LOSS OR DAMAGE OCCURRING WHILE THE HOME HAS BEEN LEFT UNOCCUPIED.**
- b. **LOSS OR DAMAGE CAUSED BY YOU, YOUR PAYING GUESTS OR TENANTS OR RESIDENTS.**

4. Collision by
  - i. Aircraft or other aerial devices or articles dropped from them
  - ii. Vehicles or animals

#### **BUT NOT**

**LOSS OR DAMAGE CAUSED BY DOMESTIC ANIMALS.**

5.
  - i. Escape of water from water tanks pipes or apparatus or fixed heating installations or domestic appliances.
  - ii. Freezing of water in tanks apparatus or pipes.
  - iii. Leakage of heating fuel from a fixed heating installation.

#### **BUT NOT**

- a. **LOSS OR DAMAGE OCCURRING WHILE YOUR HOME HAS BEEN LEFT UNOCCUPIED.**
- b. **LOSS OR DAMAGE TO THE COMPONENT OR APPLIANCE FROM WHICH THE WATER OR OIL ESCAPES.**
- c. **COSTS OF LOCATING AND RECTIFYING THE SOURCE OF ESCAPE OF WATER OR OIL.**

6. Theft or attempted theft involving forcible and violent entry to or exit from the building.

#### **BUT NOT**

- a. **LOSS OR DAMAGE OCCURRING WHILE YOUR HOME HAS BEEN LEFT UNOCCUPIED.**
- b. **LOSS OR DAMAGE CAUSED BY YOU, YOUR PAYING GUEST OR TENANTS OR RESIDENTS.**

**c. WHEN YOU DID NOT OBTAIN A POLICE REPORT ON THE OCCURRENCE OF THE THEFT INCIDENT, IDENTIFYING THE ITEMS LOST OR DAMAGED.**

7. Falling radio and television receiving aerials (including satellite dishes) their fittings and masts.
8. Falling trees or parts thereof

When a claim is accepted, cover includes within the Building Sum Insured:

- i. Architects and surveyors fees necessarily incurred in the reinstatement of the Building. The amount payable for such fees shall not exceed those authorized by the respective professional institute.
- ii. The cost of removing debris demolishing shoring or propping up the damaged parts of the Building necessarily incurred with our written consent.
- iii. The additional cost of reinstatement of the Building necessarily incurred to comply with statutory or other building regulations or municipal or local authority byelaws.

**BUT NOT**

- a. FEES FOR PREPARING ANY CLAIM.
- b. ANY COST RESULTING FROM A NOTICE SERVED ON YOU PRIOR TO THE DATE OF DESTRUCTION OR DAMAGE.

**Part B: Loss of Rent or Cost of Alternative Accommodation**

If your Home is damaged and made uninhabitable by any cause listed under Part A we will pay as follows:

- i. The expenses of moving to alternative housing.
- ii. The rent of a furnished apartment of a similar level to the apartment that was occupied in the insured building.

**The compensation period We will cover** is between the evacuation of the insured building and either one of the following cases, whichever is earliest :

- i. When the building or apartment is fit for habitation.
- ii. When the insurance amount specified for alternative housing is exhausted.

Either way, the payment shall not exceed 20% of the Buildings Sum Insured, and shall be made on reimbursement basis only.

**Part C: Damage to Services**

Accidental damage by external means to

- i. Cables or underground pipes providing services to or from the Building.
- ii. Septic tanks and drain inspection covers for which you are legally held responsible.

All such payment shall not exceed 10% of the Building Sum Insured.

## **Part D: Breakage of fixed Glass and Sanitary Fixtures**

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 and fittings).

### **BUT NOT**

**BREAKAGE OCCURRING WHILE THE HOME HAS BEEN LEFT UNOCCUPIED.**

## **Part E: Your liability to the Public as Owner of Property**

Your legal liability as owner (not as occupier) of the Building for damages and Claimants costs and expenses in respect of

- i. Accidental bodily injury to any person.
- ii. Accidental loss of or damage to material property.

Occurring in or about the Building during the Period of Insurance.

We will also pay all defence costs and expenses incurred with our written consent.

Our liability for damages and claimants costs and expenses resulting from one original cause shall not exceed AED 5,000,000.

### **BUT NOT**

- a. **LIABILITY AS OCCUPIER OF THE BUILDING OR ANY OTHER LAND OR BUILDING.**

- b. **BODILY INJURY TO ANY PERSON UNDER A CONTRACT OF SERVICE OR APPRENTICESHIP WITH YOU WHEN SUCH INJURY ARISES OUT OF OR IN THE COURSE OF HIS/HER EMPLOYMENT BY YOU.**
- c. **LOSS OF OR DAMAGE TO PROPERTY BELONGING TO YOU OR HELD IN TRUST BY YOU OR IN YOUR CUSTODY OR CONTROL.**
- d. **LIABILITY ARISING DIRECTLY OR INDIRECTLY BY THROUGH OR IN CONNECTION WITH ANY MECHANICALLY PROPELLED VEHICLE LICENSED FOR ROAD USE.**
- e. **LIABILITY ASSUMED UNDER ANY AGREEMENT UNLESS SUCH LIABILITY WOULD HAVE ATTACHED NOTWITHSTANDING SUCH AGREEMENT.**
- f. **LIABILITY ARISING IN CONNECTION WITH YOUR BUSINESS OR PROFESSION.**
- g. **LIABILITY ARISING IN CONNECTION WITH ANY AIRCRAFT.**
- h. **CRAFT AND VESSELS DESIGNED TO BE USED ON OR IN WATER**
- i. **ANY WILLFUL OR MALICIOUS ACT**
- j. **HUMAN IMMUNODEFICIENCY VIRUS (HIV) AND/OR HIV RELATED ILLNESS INCLUDING ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) AND/ OR ANY MUTANT DERIVATIVE OR VARIATIONS THEREOF HOWEVER CAUSED**

## **SECTION 5 - ACCIDENTAL DAMAGE TO THE BUILDINGS**

This cover only applies when shown in your Schedule.

We will extend cover provided under Section 4 to include damage by accidental means to the Buildings.

### **BUT NOT**

- a. LOSS OR DAMAGE WHILE THE BUILDING HAS BEEN LEFT UNOCCUPIED.
- b. DAMAGE ARISING FROM
  - WEAR AND TEAR, SETTLEMENT OR SHRINKAGE, MOLD, VERMIN, INSECTS, FUNGUS, ATMOSPHERIC, CLIMATIC OR WEATHER CONDITIONS OR DOMESTIC ANIMALS OR BIRDS OR ANY GRADUALLY OPERATING CAUSE.
  - THE USE OF DEFECTIVE MATERIALS, DEFECTIVE DESIGN OR FAULTY WORKMANSHIP.
  - ANY BUILDING WORK COMPRISING ALTERATIONS, RENOVATIONS, ADDITIONS AND REPAIRS TO THE BUILDING.
  - SUBSIDENCE AND/OR HEAVE AND/OR COLLAPSE OF THE BUILDING AND/OR LANDSLIP.
- c. THE COST OF MAINTENANCE OR NORMAL UPKEEP.
- d. ANY LOSS DESTRUCTION OR DAMAGE SPECIALLY EXCLUDED ELSEWHERE IN SECTION 4 OF THIS POLICY.

## **SECTION 6 - DOMESTIC HELPER (S)**

This cover only applies when shown in your Schedule.

### **Cover**

We will pay the sum(s) shown below in the event that a domestic helper sustains Accidental Bodily Injury during the Period of Insurance. This cover is limited to a domestic helper named in the Schedule where the sponsorship for the residency visa is legally registered under Your name.

1. Death or Permanent Total Disablement: AED 30,000
2. Medical Expenses: AED 10,000
3. Repatriation Expenses: AED 5,000

Necessarily and reasonably incurred for funeral expenses and/or in transporting the insured person back to his/her normal country of residence in the event of his/her death or permanent total disablement following an accidental bodily injury.

### **BUT NOT**

- FOR ANY CLAIM ARISING FROM ANY OF THE FOLLOWING:
- a. HAZARDOUS PURSUITS AND OCCUPATIONS.
  - b. INTOXICATING LIQUOR OR DRUGS.
  - c. SELF INFLICTED INJURY OR ILLNESS.
  - d. PERSONS ABOVE THE AGE OF 65 OR BELOW THE AGE OF 18 AT THE TIME OF THE INCIDENT.

## 5. Special Conditions

### CONTENTS AND PERSONAL BELONGINGS (Sections 1, 2 & 3)

#### 1. Sum Insured

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

#### 2. Automatic Increase in Sum Insured

If applicable and stated in the Schedule, the Sum Insured of **Contents and Personal Belongings** will be increased annually at each renewal date by the percentage stated in the Schedule Amended sum(s) insured and renewal premium will be shown on your renewal notice.

#### 3. Claims Settlement

At our option we will indemnify you by replacement, reinstatement, repair or payment. Where we are able to replace the property, payment will be limited to the cost of replacement by our preferred supplier.

The total amount payable by us in respect of loss or damage under Sections 1, 2 & 3 arising out of one occurrence shall not exceed the sum(s) insured.

The sum(s) insured will not be reduced by the amount of any claim payment unless stated otherwise in any cover.

#### 4. Valuables

In respect of valuables

- a. No one item shall be deemed of greater value than the Valuables Single Article Limit unless insured as a separate item.
- b. In respect of Sections 1 & 2, the total value of Valuables shall not exceed one third of the total Sum Insured by these Section unless otherwise stated in the Schedule.

#### 5. Wear And Tear

- a. In settling claims for total loss or damage beyond economic repair there will be no deduction for wear tear and depreciation.

#### BUT NOT

- i. ANY CLAIM IN RESPECT OF CLOTHING, HOUSEHOLD LINEN INCLUDING CARPETS AND PEDAL CYCLES .
  - ii. ANY CLAIM RESULTING FROM ACCIDENTAL DAMAGE TO ELECTRONIC ITEMS.
- b. In respect of property not belonging to you or your domestic helper a deduction for wear tear and depreciation will be made unless you or your domestic helper are legally responsible for the cost of replacement as new under the terms of an agreement.
  - c. The following table specifies reduction in value for items specified above in a) and b) to determine the maximum indemnity that We are liable for.

Year	Value Deduction
1	Nil
2	10%
3	20%
4	30%
5 and above	40%

### 6. Matching items

- a. We will not pay for the cost of replacing any undamaged items forming part of a matching set or articles or suite of furniture. Where carpeting is damaged beyond repair only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.
- b. If any claim arises for loss of or damage to an article constituting one of an insured pair no regard shall be had to any special value as such and the amount payable under this Policy shall be calculated as though the article had been separately insured at pro-rata of the value of the pair or set.

### 7. Excess

An amount of AED 250 will be deducted from any claim under each of the Sections 1, 2 and 3 of the Policy unless a specific excess has been mentioned for any cover or in the Schedule.

In addition to the above, for any loss or damage to an item exceeding the Single Article Limit, You will pay 10% of the claim amount.

### 8. Change of Address

Subject to us being informed within 7 days after removal to another address within the Geographical Limit and payment of any additional premium required this Insurance shall continue to apply provided such new dwelling is built of brick stone or concrete roofed with incombustible material is self-contained and not used for any business purpose.

### 9. Any Article Exceeding Single Article Limit

Proof of value will be required when making a claim for an item valued in excess of the Single Article Limit. We recommended that you retain copies of receipts, valuations, photographs, instructions booklets and guarantee cards to assist in the event of a claim. We may require evidence that the item existed and was in your possession

## BUILDINGS (Sections 4 and 5)

### 1. Sum Insured

The sum(s) insured must at all times represent the full cost of rebuilding to the same specification including demolition costs and architects and surveyors' fees.

### 2. Automatic Increase in Sum Insured

If applicable the Sum Insured will be increased annually at each renewal date by the percentage sated in the Schedule. Amended Sum(s) Insured and renewal premium will be shown on your renewal notice.



### **3. Claims Settlement**

At our option we will indemnify you by payment reinstatement replacement or repair. However we will not pay any reduction in the market value of the Home resulting from reinstatement replacement or repair of the damaged parts of the private dwelling.

Indemnity shall be limited to the rebuilding cost of the insured premises including the building's fittings and fixtures, but excluding value of the land.

In settling claims for loss or damage there will be no deduction for wear tear and depreciation. Our liability in respect of loss or damage arising out of one occurrence shall not exceed the amount stated against each item in the Schedule.

The sum(s) insured will not be reduced by the amount of any claim payment.

### **4. Excess**

An amount of AED 1,000 will be deducted from any claim under Sections 4 & 5 of the Policy.

In addition to the above, for any loss or damage in connection with Riot, civil commotion, strikes, labour disturbances, malicious persons or vandals, You will pay a special excess of 10% of the claim amount.

### **5. Sale of Home**

If you enter into a contract to sell any building insured by this Policy and between exchanges of contracts and completion of the sale such building is destroyed or damaged the purchaser shall be entitled to any benefit from this insurance in respect of such destruction or damage when the sale is completed provided the building is not otherwise insured by the purchaser or on his/her behalf.

## 6. General Exclusions

### WE WILL NOT PAY FOR:

#### 1. WAR AND TERRORISM

LOSS, DAMAGE, COST OR EXPENSE OF WHATSOEVER NATURE DIRECTLY OR INDIRECTLY CAUSED BY, RESULTING FROM OR IN CONNECTION WITH ANY OF THE FOLLOWING REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY OTHER SEQUENCE TO THE LOSS:

- a. WAR, INVASION, ACTS OF FOREIGN ENEMIES, HOSTILITIES OR WARLIKE OPERATIONS (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION, INSURRECTION, CIVIL COMMOTION ASSUMING THE PROPORTIONS OF OR AMOUNTING TO AN UPRISING, MILITARY OR USURPED POWER.
- b. CONFISCATION OR NATIONALIZATION OR REQUISITION OR DESTRUCTION OF OR DAMAGE TO PROPERTY BY OR UNDER THE ORDER OF ANY GOVERNMENT OR PUBLIC OR LOCAL AUTHORITY.
- c. ANY ACT OF TERRORISM. FOR THE PURPOSE OF THIS EXCLUSION AN ACT OF TERRORISM MEANS AN ACT, INCLUDING BUT NOT LIMITED TO THE USE OF FORCE OR VIOLENCE AND/OR 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.

- d. WE WILL ALSO NOT PAY FOR LOSS, DAMAGE, COST OR EXPENSE OF WHATSOEVER NATURE DIRECTLY OR INDIRECTLY CAUSED BY, RESULTING FROM OR IN CONNECTION WITH ANY ACTION TAKEN IN CONTROLLING, PREVENTING, SUPPRESSING OR IN ANY WAY RELATING TO a), b) AND/OR c) ABOVE.

#### 2. RADIOACTIVITY

- a. i. ANY ACCIDENT OR ANY LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY WHATSOEVER OR ANY LOSS OR EXPENSE WHATSOEVER RESULTING OR ARISING THERE FROM OR CONSEQUENTIAL LOSS.
- ii. ANY LEGAL LIABILITY OF WHATSOEVER NATURE. DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY OR ARISING FROM IONIZING RADIATION OR CONTAMINATION BY RADIOACTIVITY FROM ANY NUCLEAR WASTE FROM

THE COMBUSTION OF NUCLEAR FUEL. SOLELY FOR THE PURPOSE OF THIS EXCLUSION COMBUSTION SHALL INCLUDE ANY SELF-SUSTAINING PROCESS OF NUCLEAR FISSION.

- b. ANY ACCIDENT LOSS DESTRUCTION OR LIABILITY DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY OR ARISING FROM NUCLEAR WEAPONS MATERIAL.

3. SONIC BANGS

LOSS DESTRUCTION OR DAMAGE OCCASIONED BY PRESSURE WAVES CAUSED BY AIRCRAFT AND OTHER AERIAL DEVICES TRAVELING AT SONIC OR SUPERSONIC SPEEDS.

4. POLLUTION OR CONTAMINATION

- a. ANY LOSS ARISING FROM POLLUTION OR CONTAMINATION EXCEPT (UNLESS OTHERWISE EXCLUDED) DESTRUCTION OF OR DAMAGE TO THE PROPERTY INSURED CAUSED BY
  - i. POLLUTION OR CONTAMINATION WHICH ITSELF RESULTS FROM A PERIL INSURED AGAINST.
  - ii. ANY PERIL INSURED AGAINST WHICH ITSELF RESULTS FROM A POLLUTION OR CONTAMINATION.
- b. ANY LIABILITY IN CONNECTION WITH DISPOSED OR DUMPED

WASTE MATERIALS OR SUBSTANCES.

5. CYBER RISK

LOSSES ARISING DIRECTLY OR INDIRECTLY FROM:

- a. THE LOSS OF, ALTERATION OF, OR DAMAGE TO

OR

- b. A REDUCTION IN THE FUNCTIONALITY, AVAILABILITY OR OPERATION OF A COMPUTER SYSTEM, HARDWARE, PROGRAMME, SOFTWARE, DATA INFORMATION REPOSITORY, MICROCHIP, INTEGRATED CIRCUIT OR SIMILAR DEVICE IN COMPUTER EQUIPMENT THAT RESULTS FROM THE MALICIOUS OR NEGLIGENT TRANSFER AND ANY SUBSEQUENT ONWARD TRANSFER (ELECTRONIC OR OTHERWISE) OF A COMPUTER PROGRAMME THAT CONTAINS ANY MALICIOUS AND/OR DAMAGING CODE, INCLUDING BUT NOT LIMITED TO COMPUTER VIRUS, WORM, LOGIC BOMB, OR TROJAN HORSE AND WHICH CAN BE IDENTIFIED AS THE CAUSE OF LOSS.

6. UNEXPLAINED LOSS, MISPLACEMENT OF AN ITEM, MYSTERIOUS DISAPPEARANCE IS NOT CONSIDERED AS THEFT FOR THE PURPOSE OF THIS POLICY.

7. ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY RELATED TO THE

USE OF DEFECTIVE MATERIALS, DEFECTIVE DESIGN OR FAULTY WORKMANSHIP.

8. ANY LOSS OF OR DAMAGE TO CROPS, TREE AND PLANTS.
9. SANCTIONS AND LIMITATIONS EXCLUSION:

WE SHALL NOT BE DEEMED TO PROVIDE COVER AND WE SHALL NOT 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 US 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.

## 7. General Conditions

### 1. Interpretation

The Schedule and the Sections form part of this Policy and the expression 'this Policy' wherever used in this contract shall be read as including the Schedule and any attached Sections Specifications or Endorsements. Any word or expression to which specific meaning has been given in any part of this Policy shall bear that meaning wherever it appears.

### 2. Duty Of Care

- a. You and any other person to whom this insurance applies shall take all reasonable precautions to prevent accidents loss or damage.
- b. All property insured under this Policy shall be maintained in good condition.

### 3. Claims

#### Your Duty

You shall on the happening of any event likely to lead to a claim under this Policy

- a. Notify the police immediately if any property is stolen or maliciously damaged.
- b. Report in writing to us without unnecessary delay and provide all information and assistance which we may reasonably require.
- c. Take all reasonable steps to recover any stolen property and advise us without unnecessary delay if such property is returned to you.
- d. Forward all correspondence legal process or any other document to us unanswered.

- e. Refrain from discussing liability with any third party.

#### Our rights

- a. We shall be entitled to
  - i. Take over and conduct in your name the defense or settlement of any claim or
  - ii. Prosecute in your name for our own benefit any claim for indemnity or damages or otherwise
- b. We shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- c. No property may be abandoned to us.

#### Limit

In respect of any claim or series of claims for which this Policy indemnifies you against your legal liability we may at any time pay you:

- a. The limit of indemnity (after deduction of any sum (s) already paid as compensation) or
- b. Any lesser amount for which such claim(s) can be settled.

Once the payment has been made we shall relinquish the conduct and control of and be under no further liability in connection with the claim(s) except for the payment of costs and expenses recoverable or incurred prior to the payment date.

#### 4. Fraud

If any claim is in any respect fraudulent or if any fraudulent means including inflation or exaggeration of the claim or submission of forged or falsified documents are used to obtain benefit by you or anyone acting on your behalf all benefits under the Policy shall be forfeited.

#### 5. Other Insurance

If there is any other insurance covering the same contingencies we shall not be liable to pay or contribute more than our rateable proportion.

#### 6. 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.

- a. Sections 4 & 5: The Underinsurance clause as stipulated above is applicable.
- b. Sections 1 & 2:
  - i. If the Contents Sum Insured stated on your policy schedule is AED 350,000 or less, the Insurance by this policy is arranged on the basis of first loss up to an amount stated in the Schedule of this policy, where it is agreed that the Underinsurance Clause of this Policy is hereby deleted.
  - ii. If the Contents Sum Insured stated on your policy schedule is beyond AED 350,000 the Underinsurance clause as stipulated above is applicable.

#### c. Section 3:

- i. If the Personal Belongings Sum Insured stated on your policy schedule is AED 150,000 or less, the Insurance by this policy is arranged on the basis of first loss up to an amount stated in the Schedule of this policy, where it is agreed that the Underinsurance Clause of this Policy is hereby deleted.
- ii. If the Personal Belongings Sum Insured stated on your policy schedule is beyond AED 150,000 the Underinsurance clause as stipulated above is applicable.

#### 7. Cancellation

We may cancel this Policy by sending 30 days' notice to your last known address and you shall be entitled to a return of premium corresponding to the unexpired Period of Insurance for which premium has been paid.

You may cancel this Policy by sending 30 days' notice to Us and if there are no paid or outstanding claims or any circumstance leading to a loss or damage, you shall be entitled to a return of premium corresponding to the unexpired Period of Insurance for which premium has been paid, less an administration fee of AED 50.

#### 8. Changes in Circumstances

In case of any material change to the facts declared by the Insured in the proposal form or otherwise without Our written consent, this Policy shall be voidable.

## 9. Jurisdiction

This Policy applies only to judgments delivered by or obtained from a court of competent jurisdiction in United Arab Emirates.

## 10. Arbitration

If any difference arises out of this policy we shall immediately notify you in writing of your right to refer the difference to arbitration. Such difference shall be referred to the decision of an 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 an 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 Company. If we shall disclaim liability for any claim

hereunder and such claim shall not within twenty four 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.

## 11. Your Duty to Comply with Policy Terms

Without prejudice to our other rights your observance of the terms of this Policy is a condition precedent to our liability to make any payment under this Policy.

**In case of any difference between English and Arabic text, the Arabic text will prevail.**

## 8. General Information

These do not form part of the Policy wording but are for your guidance.

### Basis of Sum(s) insured

Building Sum(s) Insured should be based on the cost of rebuilding your property to the same specification including garages outbuildings and permanent fittings (see the definition contained in the Policy) plus an amount of approximately 15% to cover demolition costs and architects' and surveyors' fees.

Market value is not necessarily an accurate indication of rebuilding costs. Contents and Personal Belongings sum(s) insured should be based on the full cost of replacing all the property insured without allowance for wear tear and depreciation except for clothing household linen and pedal cycles.

If a Sum Insured is inadequate at the time of a loss then your claim settlement may be reduced.

If you add to the value of your property (for example by extending the Building or buying new furniture or other contents) please remember to tell us so that your sum(s) insured can be adjusted accordingly.

We draw your attention to the Sum Insured conditions under the Buildings Contents and Personal Belongings Sections of the Policy.

### Automatic Increase in Sum Insured

Building Contents and Personal Belongings sums insured can be made subject to this clause to provide a good measure of protection against inflation

provided that your sum(s) insured are correct at the outset.

However in your own interest you should review these regularly.

Don't forget to tell us if your home is to be left unoccupied for more than 60 consecutive days for which an additional premium may be required if we agree to extend the unoccupancy period.

### Safety Precautions

#### Fire

1. Smoke Detectors save lives. Protect your home and family by installing a detector which senses the smoke from developing fires and sounds a loud warning alarm.
2. Ensure gas fittings are regularly maintained.
3. Avoid storage of gas cylinders/ bottles inside the house.
4. Ensure extractor or exhaust fans are not left to run continuously.
5. Do not leave a pan of oil unattended on the cooker; if it catches fire do not use water, smother it with a fire blanket or a damp cloth.
6. Do not let children play with matches or fire.
7. Check electrical plugs and leads regularly and do not overload electrical circuit.



**Burst pipes**

1. Protect all exposed water pipes.
2. Make sure that all taps are tightly closed to prevent wastage of water.
3. Make sure that the mains are closed when you are going away on a holiday, even if for a few days.

**Theft**

1. Make sure you have good quality locks fitted to your entrance doors and all accessible windows.
2. Do not leave the keys under a mat or any place where they can be easily found.
3. Do not keep large sums of money at home.
4. Do not leave valuable property in unattended vehicles.
5. Photographs of valuables or copies of valuations are helpful in the event of theft or loss.

## 9. Claims Procedure

Notify the Insurer immediately after the occurrence of a claim, and provide all the information and assistance which we may reasonably require.

### **You can contact us through**

Call Center: 800 4845

E-mail: [home.claim@axa-gulf.com](mailto:home.claim@axa-gulf.com)

Website: [www.axa-gulf.com](http://www.axa-gulf.com)

### **Or any of our branches**

Following your initial contact we will e-mail you a list of preliminary documents required for the claim registration and to initiate the claim process.

However, AXA may require additional documents, according to the type of claim.

The Insured cannot dispose of any of the claimed items, and is responsible for keeping the damaged items available for survey (exception for perishable items such as food).

After notifying us of the occurrence of the claim incident, we will request relevant documents including but not limited to:

- Police Report
- Original Purchase Receipt or proof of ownership of item
- Proof of existence of the item
- Evidence relating to the incident
- Official documentation relating to the Insured or the item

## 10. Complaints Procedure

We are committed to providing You with an exceptional level of service and customer care. We do realise that things can sometimes go wrong, and when this happens, We would like to hear about it.

### Our promise to You

- a. We will acknowledge complaints promptly.
- b. We will investigate quickly and thoroughly.
- c. We will keep You informed of progress.
- d. We will do everything possible to resolve Your complaint.
- e. We will learn from Our mistakes.
- f. We will use the information from complaints to continuously improve Our service.

Telephone calls may be recorded for training and monitoring purposes.

If it is about Your Policy or Claim or any other matter, please call Your insurance adviser or, if none has been appointed by You, please contact Us directly.

### To help us assist You, We request that You:

- Attach relevant supporting documents if you deem it necessary;
- Ask the questions You would like us to answer; &
- Tell us what You think would be a reasonable response to Your complaint.

Support and assistance is available for the process of making complaints and/or interpreting the complaints procedure. Our internal complaints management policy and procedure include the provision of remedies that reflect what is fair and reasonable in the circumstances.

We would like to assure You that all matters are dealt with seriously, impartially and in a confidential manner.

### Your complaint can be made in any of the following ways:

1. Visit our Website [www.axa-gulf.com](http://www.axa-gulf.com) - select Country 'UAE' and select 'Complaints' under 'AXA & You' (at the bottom of the webpage) and register your complaint. An auto email will be received by You providing the reference number which should be quoted in all future communications.

Alternatively, should you not have an email address or access to the internet:

2. Send a letter to the management at AXA Insurance (Gulf) BSC (c), PO Box 5862, Dubai, United Arab Emirates; or
3. Transmit a fax to +971 44392188; or
4. Telephone Us on +971 44476111 and request our Customer Service Staff to register Your complaint; or
5. Walk into Our office and request Our Customer Service Staff to register Your complaint.

In these situations, and on Your behalf, the complaint will be registered by Our Staff and a Reference Number generated and provided to You which please quote in all future communications.

Whilst all efforts will be made to revert back within 7 working days, if our final response will be delayed beyond 15 working days or if more time is needed for investigation, we will inform you when we will be able to contact you again about the complaint.

If you are dissatisfied with our final response or dissatisfied with the delay in our response (beyond 15 working days) you may refer the complaint to the Insurance Regulator.

You may do so by sending details of your complaint, stating the AXA Complaint Reference Number, to the Insurance Regulator:

Insurance Authority

P.O.Box 113332, Abu Dhabi - United Arab Emirates

Telephone: +971 2499 0111

Fax: +971 2557 2111

Email: [contactus@ia.gov.ae](mailto:contactus@ia.gov.ae)

Website for registering Complaints:  
<https://eservices.ia.gov.ae/Wirestorm/Pages/Render.aspx?page=Complaints&layout=NewAnonymousComplaint>







AXA Agent

With more than 102 million customers around the globe, AXA is one of the world's largest insurance providers. We offer a wide range of insurance products to meet your personal and business needs.

car insurance  
health insurance  
home insurance  
travel insurance  
yacht insurance  
relocation insurance  
golf insurance  
motorcycle insurance  
personal accident insurance

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