

HOME SECURE : POLICY TERMS AND CONDITIONS

DEFINITIONS

For the purpose of this Policy, the following terms wherever used herein shall be held to mean:

Accident means a single and unexpected event, which occurs at an identifiable time and place.

Accidental Damage means damage that occurs suddenly as a result of an unexpected and non-deliberate external action.

Bodily Injury means an identifiable physical injury sustained during the period of insurance and caused by a sudden, unexpected and specific event and excludes any disease, sickness or medical disorder.

Certificate of Insurance means a certificate duly signed by the Company, which includes certificate number, name of the Policyholder, sum insured, Policy Start Date along with the schedule of benefits, limits as well as other terms of insurance in the attached Policy.

Company means Union Insurance Company (P.S.C.), PO Box 119227, Dubai, United Arab Emirates.

Contents means household goods and personal effects including cash (up to the limit shown) owned or (excluding currency notes, bank notes and stamps), belonging to the Policyholder (or for which they are legally responsible), the family members and the servants residing in same property. Jewellery and valuables belonging to the Insured persons are covered.

Fixtures and fittings belonging to the Insured Persons (or for which they are responsible) not being landlords fixtures and fitting , interior decorations belonging to the Insured Person where the Insured Person is the tenant of the private dwelling or where the Insured Person is the owner but not responsible for insuring the private dwelling.

Deductible means the amount to be borne by the Policyholder, in excess of which the benefit becomes payable as mentioned in the Certificate of Insurance.

He/She – where the context admits, words importing the masculine gender shall include the feminine gender and words importing singular member shall include the plural and vice versa.

Insured Person/ Policyholder/ You / Your means the customer(s) of the Insured whose name is mentioned on the Certificate of Insurance and owner of the Contents insured under this policy.

Effective Date means the commencement date of the cover for each Policyholder. The effective date for each Policyholder starts from the date of enrollment of the Insured Person and the policy is valid until the expiry of the policy period or 12 months whichever is earlier, provided the Insured Person pays the premium to the Insured.

Geographical Limits means Within UAE and any other area as stated in Your Certificate of Insurance.

Hospital means an establishment which shall meet all of the following requirements: (a) holds a license as a Hospital, if licensing is required in the country or governmental jurisdiction; (b) operated primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (c) provides a 24-hour a day nursing service by registered or graduate nurses; (d) has a staff of one or more physicians

available at all times; (e) provides organized facilities for diagnosis and major surgical procedures; (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and, other than incidentally, a place for alcoholics or drug addicts; (g) maintains X-ray equipment and operating room facilities.

Premium means the amount payable by the Insured Person to the Company, in consideration of the Insurance cover by the latter.

Property means the premises address as mentioned in the Certificate of Insurance, where the Policyholder is residing with his family members and servants, used only for domestic purposes.

Personal Belongings means Luggage, clothing and articles of personal use, normally worn used or carried about the person, belonging to you or for which You are legally responsible.

Policy means this Home Secure Insurance Policy.

Premises Insured means the premises where the Contents are located.

Total Loss means a loss where the repair is economically unviable.

Valuables means jewelry, gold, silver, watches, photographic equipment and the like items excluding domestic appliances, electrical/electronic items, furniture fixtures fittings.

SCOPE OF COVER

- **Household contents in the premises.** Contents shall include all properties in the premises including electronic equipment's, furniture fixture and fittings and personal belongings, securities and documents (specifically mentioned and agreed) including cash (limited to AED 2,500/-) as stated in the Certificate of Insurance used only for domestic purposes by any cause other than those specifically excluded herein.
- **Personal Belongings within the premises** are covered up to the sum insured - Personal effects including clothing, jewellery, watches, furs, binoculars, musical, photographic and sports equipment's, laptops, cash and credit cards are covered under this section against all risks (except specific exclusions mentioned in the policy) and is extended to cover worldwide for a maximum duration of 90 days whilst travelling.

Household Perils covered against:

Accidental loss of or damage to the Contents in the private dwelling situated as stated in the Certificate of Insurance and in all its outbuildings used only for domestic purposes by the following causes :

1. (i) Fire, explosion, lightning, earthquake
(ii) Smoke

Exclusion in respect of 1 (ii) above - Any gradually operating cause

2. Storm and Flood
3. (i) Riot, Civil Commotion and Strikes
(ii) Malicious persons or vandals

Exclusions in respect of 3 (ii) above

- a) Loss or damage occurring while the private dwelling has been left unoccupied for more than 60 days.
- b) Loss or damage caused by paying guests, tenants or Insured Persons.
4. Impact by vehicles, animals, aircraft or other aerial devices or articles dropped therefrom.
5. Escape of water from water tanks, apparatus or pipes, washing machines, water mains or air conditioning apparatus.

Exclusions in respect of (5) above- Loss or damage occurring while the private dwelling has been left unoccupied for more than 30 days.

6. Theft or attempted theft i.e. Burglary involving entry/exit by forcible and violent means including damage to building.

Exclusion in respect of (6) above

- a. Theft by deception unless deception is used solely as a means to enter the private dwelling.
- b. Theft of cash, currency notes, bank notes and stamps unless involving entry to or exit from the private dwelling by forcible and violent means or by deception as a means of entry.
- c. In respect of non self-contained flats theft not involving entry to or exit from the building by forcible and/or violent means or by deception as a means of entry.
- d. In respect of self-contained flats theft of property in any part of the building to which any other tenant has right of access not involving entry to or exit from the building by forcible and violent means.
- e. Loss or damage caused by paying guests, tenants or Insured Persons.
7. Falling television and radio receiving aerials their fittings and masts
8. Falling trees or part thereof.

Exclusion in respect of (8) above

- a. Damages to trees.
- b. The cost of removal of fallen trees or branches.

Specific Exclusion applicable to Contents:

- a. Property insured by any other policy

- b. Securities and documents of any kind
- c. Motor vehicles, caravans, trailers, watercraft, hovercraft, aircraft and accessories therein or thereon
- d. Livestock and pets
- e. Any part of the structure of the dwelling including ceilings, wallpapers and the like (other than interior decorations belonging to the Insured Person(s) where the Insured is the tenant of the private dwelling or where the Insured is owner but not responsible for insuring the private dwelling)
- f. The deductible as stated in the 'Certificate of Insurance'

Jewellery and Valuables All Risk Insurance

Accidental loss of or damage to material property

1. Belonging to an Insured Person; and
2. Shown in the 'Certificate of Insurance'

Cover is extended worldwide for a maximum duration of 90 days while travelling caused by any cause other than the exclusions listed below.

Condition:

- a. The sum insured under this section should not exceed 20% of the S.I. on the Contents section.
- b. No item shall be deemed to be of greater value than AED 5,000/- unless specifically declared to the Company in writing and noted accordingly.

Exclusions:

1. Deductible as stated in the 'Certificate of Insurance'.
2. Loss of damage to property caused by wear & tear and/or depreciation.
3. Any process of cleaning, repairing or restoring any article.
4. The action of light or atmospheric conditions, moth, vermin or any other gradually operating cause.
5. Confiscation or detention by custom house or other officials.
6. Electrical or mechanical breakdown.
7. Consequential loss of any kind.
8. Business or professional use in respect of musical instruments, photographic and sporting equipment and accessories.
9. Any loss or damage caused by the wilful act of an Insured person.
10. Loss or damage to property dispatched by sea or air under a bill of lading, airway bill or similar document.
11. Breakage of strings in respect of any musical instrument.

Clothing and Personal Effects

Personal Effects (including clothing, jewellery, watches, furs, binoculars, musical, photographic, sports equipment and lap tops)

Special Exclusion:

- 1) Money (as defined under Personal Money), securities, skis (including sticks and bindings) water skis, contact and corneal cap or micro lenses, hearing aids, combing equipment, sub aqua equipment and riding tack
- 2) Furniture, furnishings, household goods, equipment and stores business goods and equipment
- 3) Motor vehicles, watercraft, hovercraft, aircraft and accessories therein or thereon livestock and pets.

1. Contents Temporarily Removed

Loss of or damage to the Contents by any of the perils listed under (1) above whilst temporarily removed

- a. To any Building within the Geographic Limits where any Insured Person is residing, employed or carrying on business.
- b. Elsewhere within the Geographic Limits.

For a period not exceeding 30 consecutive days. However, the Company's liability shall not exceed 10% of the contents sum insured.

Excluding:

- a. Loss or damage by storm or flood to property not in a Building.
- b. Loss or damage by theft unless involving forcible and violent entry to or exit from a building.
- c. Loss or damage whilst removed for sale or exhibition or to a furniture depository

2. Consumer Durables

Accidental damage occurring in the private dwelling to

- a. Radio receivers, Television sets, Video recorders, Television games, Recording and Audio equipment (including receiving areals fixed to the private dwelling) and home computers.
- b. Mirrors, Plate Glass tops to furniture and fixed glass in furniture.

Excluding:

- a. Electrical and mechanical breakdown.
- b. Damage by wear & tear, depreciation or any other gradually operating cause.
- c. Damage caused by any process of cleaning, repairing or restoring.
- d. Damage caused by incorrect polarity from a battery.
- e. Damage to recording tapes, discs or records.

3. Deep Freezer (Food Spoilage)

Loss or damage to goods contained in a deep freezer unit (which is not more than five years old) caused by deterioration or putrefaction resulting from

- a. accidental breakdown or explosion of such deep freeze unit or non-operation of any thermostatic or automatic controlling devices pertaining thereto.
- b. failure of the electricity supply

Provided that the liability of the Company in any one period of insurance shall not exceed the limit as stated in the Certificate of Insurance.

Exclusions in respect of above

- a. caused by the deliberate act or neglect of the Insured Person.
- b. caused by failure-of the supply of electricity as a direct or indirect consequence of a deliberate act (including strike action) by the electricity supply authority and/or their employees.
- c. caused by disconnection or switching off of the electricity supply whether accidental or otherwise at the premises in which the deep freeze unit is contained .

4. Loss Of Rent or Cost of Alternative Accommodation

In the event of Premises being rendered uninhabitable by an Insured Peril, the Company will indemnify up to a limit stated in the Certificate of Insurance the actual cost incurred against:

- a. reasonable additional expenses for alternative accommodation of a similar type or
- b. loss of rent which continues to be payable by the Insured during the period of interruption not exceeding 6 months.

Such payment shall not exceed 50% of the Contents Sum Insured.

5. Domestic Staff – Your Liability as their Employer

The Company shall pay in case you become legally liable to pay to any person who is in Your personal domestic service and is under a contract of service with you subject to Company's liability being limited up to (a limit as stated in the Certificate of Insurance) in aggregate.

The cause of the loss, damage, injury, illness or disease must arise during the period of insurance and result from the work they are employed to do, anywhere within the stated territories or while travelling with you on temporary visits overseas.

Excluding :

- a) Loss of or damage to property or injury, illness or disease arising out of your business or profession
- b) Injury, illness or diseases arising out of your criminal behaviour

6. Public Liability

- 1) Up to the costs agreed between us in writing which you (or a member of your Household) as occupier of your Home or in a personal capacity could become legally liable to pay for:

- a) injury, illness or disease of any person
 - b) loss of or damage to property which neither belongs to nor is in the charge of you or a member of your Household
 - c) loss or damage caused by fire, explosion or escape of water from any fixed water or fixed heating installation to any private residence and/or its Contents, temporarily occupied for holiday purposes by you or a member of your Household Occurring during the period of insurance anywhere in the world, however, subject to the jurisdiction of UAE court.
- 2) Solicitor's fees for:
- a) representation at any coroner's inquest or fatal accident enquiry
 - b) defence in any court of summary jurisdiction in the UAE

Arising out of any possible claim.

The combined liability of the Company under 7 of this policy shall not exceed Dhs 1,000,000 any one accident.

Exclusions in respect of (1) above

1. Compensation or other costs arising from accidents involving the following if owned by or in the charge of you or a member of your Household:
 - a) mechanically propelled vehicles (other than gardening implements) and any trailers attached
 - b) aircraft, motor boats, yachts or caravans
 - c) animals which escape from or property kept on land other than your Home
2. Loss of or damage to property, or injury, illness or disease:
 - a) arising out of any deliberate act
 - b) arising out of your own employment, business or profession or that of any member of your household.
 - c) suffered by anyone under a contract of service with you or a member of your Household and arising out of the work they are employed to do.
 - d) Arising out of any mountaineering or rock climbing, sports of hazardous activity or organized team sports of any kind
3. Any fines or damages that you have to pay due to statutory, civil code or municipal rule violations or any other activity which against the law

7. Tenants' Legal Liability

If the Insured Person(s) incur legal liability as tenant of the premises for any material damages caused by fire, the company will pay compensation subject to a maximum limit (as stated in the Certificate of Insurance) per occurrence and in aggregate during the policy period.

8. Compensation For The Death Of The Insured and/or Spouse

If the Insured Person and/or Spouse whilst at the private dwelling house or private flat described in the Certificate attached to the policy shall suffer Bodily Injury caused by violent external and visible means sustained as a result of fire or caused by thieves and if such Bodily Injury shall within three calendar months result in the death of the Insured Person or spouse the Company will pay compensation to their legal heirs.

9. Relocation of the contents – by reputed carrier

Loss of or damage to Contents 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 and experienced removal contractors with proper packing and transportation methods.

Exclusions

- 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 of documents of any kind business books manuscripts and stamps.
- e) Damage during sea and/or air transits.

10. Replacement of Door Locks/Key

Replacement and installation of locks including keys to any external doors, keys of which have been stolen up to a limit as stated in the Certificate of Insurance.

11. Contents in the Open

Loss of or damage to Contents not exceeding AED 2,500 in total by any of the causes listed under home contents whilst in the open but within the boundaries of the land belonging to Your home.

Excluding :

- 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

12. Visitor's Personal Effects

The Company will pay up to an amount not exceeding AED 2,500 in total for loss or damage to Your visitor's personal belongings (other than cash, currency, Valuables, documents) by any of the causes listed under home contents and happening in Your home.

13. Worldwide Personal liability

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

- a) accidental Bodily Injury to any person including Your domestic helper(s) and employees.
- b) accidental loss of or damage to material property occurring during the period of insurance within the Geographical Limits and in the remainder of the world in respect of temporary visits We will also pay all defense costs and expenses incurred with our written consent. Our liability for damage claimant's costs and defense costs and expenses resulting from one original cause shall not exceed AED 1,000,000/-.

Excluding 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

14. Personal Money and Credit Cards

- a. Cash (subject to a maximum limit as stated in the Certificate of Insurance), cheques, Foreign Currency, unused postage stamps, season tickets, travel tickets, credit cards held for social, domestic or charitable purposes
- b. Credit cards are insured only against any loss as a result of misuse by any unauthorised person following the loss or theft of any such card together with all costs and expenses incurred with the Company's written consent arising before the card company has received notification of the loss and provided that the Insured Persons comply with the terms under which the card was issued; all of the above and amount not exceeding AED 2,500/-

Excluding :

- I. Shortage due to error or omission
- II. Depreciation in value.
- III. Losses not reported to the Police
- IV. Losses of credit cards not reported to the issuing company within 24 hours of the discovery of the loss or theft.

Special Extension:

Cover under this Section is extended worldwide for a maximum duration of 90 days while travelling.

15. Loss of Documents

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 or lost while within the Geographical Limit and while temporarily elsewhere in the world for not more than 60 days in any period of insurance.

The maximum amount which can be indemnified is (as stated in the Certificate of Insurance) for all documents during the period of insurance.

Provided always that:

- a. 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.
- b. Cover applies anywhere in the UAE and for up to 60 days worldwide in any period of insurance.
 - I. Excluding the first AED 100 of each and every loss.
 - II. Excluding renewal or extension costs of the lost or damaged document which you would have had to bear if there had been no loss.

16. Hospital Cash Benefit

If in the event of a loss / damage to contents due to any of the covered risks, leads to in-patient hospitalization of the Insured, the Company will pay AED 200/- per day for maximum 7 days in a Policy year, subject to a minimum hospitalization of 24 hours.

BASIS OF SUM INSURED

The sum insured both for contents should be full cost of replacement. In case the sum insured is not found to be adequate at the time of loss/damage, the insured shall bear a rateable proportion of the loss. No depreciation shall be applied when assessing claims, except on clothes and household linen

BASIS OF CLAIMS SETTLEMENT

For Home Contents, Personal Belongings & Jewellery & Valuables

1. In the event of a claim, the Company shall have the right to verify the genuineness of the loss/damage and settle claims on receipt of replacement invoice value for similar items or repair
2. In settling claims for total loss or damage beyond economic repair there will be no deduction for wear tear and depreciation except in respect of clothing and pedal cycles
3. In the event of a total loss due to fire, the Company shall pay the sum insured, as applicable. All theft/missing claims shall be supported by a police investigation report.
4. The liability of the Company arising out of one occurrence shall not exceed the Sum Insured stated in the Certificate of Insurance in respect of any one item
5. The Sum(s) Insured will not be reduced by the amount of any claim payment except insofar as the claim relates to the total loss of any item(s) specified in the Certificate of Insurance.

GENERAL EXCLUSIONS

1. Any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences
 - a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
 - b. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising military uprising, insurrection, rebellion, revolution, military or usurped power
 - c. Acts of sabotage and terrorism. For the purpose of this Insurance, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes. For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
 - d. In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Policyholder
2. Loss of or damage to Contents or any loss or expense arising therefrom or any Consequential loss and/or any legal liability directly or indirectly caused by or contributed to or arising from
 - a. Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. Loss of or damage to the Contents occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. Damages arising from incidence of subsidence / landslide, heave etc.

POLITICAL RISKS EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. Any act of terrorism
For the purpose of this endorsement an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Insurer allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the assured.

IT CLARIFICATION AGREEMENT

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is direct consequence of insured physical damage to the substance of property shall be covered.
- b) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

CONDITIONS

1. CONTRACT

The policy terms and conditions and any/all the endorsements, the proposal form, if any and the Certificate of Insurance shall constitute the entire contract between the parties. All statements made in the absence of fraud, be deemed representations and not warranties. No such statement shall void this Policy or be used in defence of a claim hereunder.

Only a duly authorised officer of the Company has the power on behalf of the Company to extend the time for the payment of Premium or in any way to modify this Policy.

All benefits under this Policy are payable through the Company.

2. ELIGIBILITY

- a. The Premises Insured should be located in United Arab Emirates.
- b. The Policyholder should not be living in shared or sublet accommodation.
- c. The Policyholder has paid the premium

3. SAFEGUARD AND MAINTENANCE

The Policyholder and any other person to whom this Policy applies shall at all-time take reasonable precautions to prevent accidents, loss or damage to the contents insured. All Contents covered under this Policy shall be maintained in good condition.

4. PREMISE PROPERTY/INSURED

- a. Cover to operate only at the Premises
- b. Construction of the building to be RCC.
- c. Age of the building not exceeding 25 years

5. ALTERATION

If there is a material change in the circumstances in which this Policy was entered into without written consent of the Company, this Policy shall be voidable.

6. FRAUDULENT CLAIMS

If the claim is in any respect fraudulent or if any fraudulent means or devices are used by the Policyholder or his representatives or by anyone acting on his or their behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.

7. CANCELLATION

The Company may cancel the Policy at any time by an advance (15) Fifteen days written notice delivered to the Policyholder or mailed to the last address as shown by the records of the Company. Such cancellation shall be without prejudice to any valid claim originating prior thereto. The Policyholder may cancel the Policy; such cancellation shall be without prejudice to any claim filed prior thereto. The Company shall arrange to send a letter to the Policyholder confirming the cancellation.

In the event the policy is offered to the Policyholder under the policy for which the premium has been paid in advance is cancelled by the Policyholder or the Company, 50% of the unearned Contribution shall be refunded on a pro-rata basis for the balance of the months of cover due under the plan.

8. ARBITRATION

If any difference shall arise as to the amount to be paid under 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 in force at the time. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

9. GOVERNING LAW & JURISDICTION

This Policy is governed by and construed in accordance with the Federal laws of United Arab Emirates and the laws of the Emirate of Dubai, as applicable. Both parties agree and submit to the exclusive jurisdiction of the Courts in United Arab Emirates.

10. COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in the Policy shall invalidate all claims hereunder.

11. NON- OCCUPANCY CLAUSE

The Policyholder has to inform the Company in case if the Premises Insured will remain unoccupied for a period of more than 60 days. Failing which the Policy will not entertain any claims occurring during this period of no occupancy. During the period of such no occupancy for a period of more than 60 days the

Policy will not cover any loss or damage due to escape of water from water tanks, main, pipes, and washing machines or air-conditions apparatus.

UNIFORM PROVISIONS

1. TERMINATION DATES OF CERTIFICATE OF INSURANCE

Insurance of any Policyholder shall terminate immediately on the earliest of:

- a. the date the Policy is terminated;
- b. the date the Policyholder is no longer eligible within the definition of Policyholder;
- c. if the required premium is not paid within the due date;
- d. the date of total loss

Any such termination shall be without prejudice to any valid claim originating prior to the date of termination.

2. CLAIMS PROCEDURE

- a. Claims should be intimated immediately but not later than 30 days from the date of event.
- b. Claims shall be intimated through the Company Call Centre - Toll Free Number 80084248.
- c. The Company has the right to investigate the loss/ damage.
- d. Claims will be settled based on receipt of replacement invoice value for similar items.
- e. In the event of total loss of Contents, the Company shall pay up to the sum insured, as mentioned in the Certificate of Insurance.
- f. All burglary claims shall be supported by a police investigation report.
- g. Items above AED 5,000/- has to be supported by proof of value at the time of claim.

3. CONFORMITY WITH STATUTES

Any provision of the policy which, on the Policy Start Date, is in conflict with the laws of the jurisdiction, in which the Policy is issued, shall stand amended to conform to the requirements of such laws.

4. DEDUCTIBLE

For each and every claim the following deductible is applicable :

- a. Contents in premises – AED 250/- each and every claim
- b. Contents in open – AED 500/- each and every claim
- c. Personal Belongings (Jewellery & Valuables - All risk) – AED 500/- each and every claim
- d. Relocation of contents – 10% of claim subject to a minimum of AED 500

5. LEGAL ACTIONS

No action at law or in equity shall be brought to recover on the Policy after the expiration of three (3) years after the time written proof of loss has been furnished.

6. TERRITORIAL LIMITS AND JURISDICTION

- a. Contents - United Arab Emirates (UAE)
- b. Jewellery and Valuables cover – United Arab Emirates. However, worldwide coverage restricted for a period of 90 days at a time

7. OTHER INSURANCE

In case the Policyholder having more than one Home Contents Policy, then this Policy will contribute ratable proportion of such loss but not exceeding 50% of the amount which is otherwise payable under this Policy.