

If the Policy holder (You, your) named in the Policy Schedule pays his/her Auto Insurance premium as agreed with Oman Insurance Company (P.S.C), (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons detailed in the Policy Schedule and in reliance upon the statements, dated as stated in the Policy Schedule and which is the basis of this Policy and is deemed incorporate in the Policy.

The insurance provided under this Policy is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the Policy Schedule. This document together with the Policy Schedule and any endorsements that accompany it set out the Policy between the Policyholder and the Company and should be read as one document.

How to Make a Claim

Please review the complete policy wording as some sections require time sensitive reports from third parties (e.g. Police, Hospitals) and contain specific limitations. You must submit Your claim as soon as practicable but no later than thirty (30) days from the Date of the incident. Failure to give notice within (30) days from the date of the incident may result in a denial of the claim.

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

1. Check your policy schedule and policy wording to see whether the loss or damage is covered and if any specific evidence is required
2. Read the Policy Conditions and General Exclusions and follow any instructions given
3. Contact our Claims department on +971 4 233-7463/464, Fax: +971 4 233-7765, UAE toll free number 800-4746 or email us at nmcoic@tameen.ae. You will be prompted for your policy number stated in the Policy Schedule
4. You will need to:
 - I. Request a claim form and completion instructions.
 - II. Give brief details of the loss circumstances
 - III. Complete, sign and return the claims form with the appropriate documents which include but are not limited to receipts, police reports, and any other documents we may ask you to provide within fifteen days(15) of making the original claims.
5. Inform the police within 24 hours if the property has been stolen and maliciously damaged or you lost a valuable item
6. If someone is making a claim against you for any injury to them or damage to their property, you must send us full details, in writing, as soon as possible. Any letters or documents you receive should be sent to us, unanswered, without delay. It is important that we deal with the matter on your behalf
7. You may, if you prefer, visit one of our offices to complete and file your claim

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1.0 DECLARATION

The coverage described in the Policy is provided and underwritten by Oman Insurance Company (P.S.C.) (hereinafter referred to as the "Company").

The Company has relied on the information given by the Policyholder. For the Policy to be valid, all the information provided by the Policyholder must be true and complete. If there are any changes in circumstances which may affect the Policy, the Policyholder must advise the intermediary or the Company, as soon as is reasonably possible.

This Policy is only valid if issued with a Policy Schedule. The Policy Schedule will indicate the benefits purchased. The Policyholder must read the entire Policy carefully to determine the Insured Persons' rights and duties, and what is and is not covered. The Company has no duty to provide cover unless there has been full compliance with all sections of the Policy.

2.0 GENERAL DEFINITIONS

The following words have the following meaning where used throughout the policy:

Accidental Damage means items that can no longer perform the function they were intended for due to broken parts of materials or structural failures due to an accident.

Aircraft means any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

Accident means a sudden, unforeseen and unexpected event caused by external, violent and visible means (but does not include any illness or disease) which results in physical bodily injury (but does not include mental, nervous or emotional disorders, depression or anxiety).

Accidental Death means a sudden, unforeseen and unexpected event caused by external, violent and visible means which occurs at an identifiable time and place, resulting in death.

Bodily injury means an identifiable physical injury sustained during the period of insurance and caused by a sudden, unexpected and specific event.

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

Business equipment means computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunications equipment and office furniture.

Collectibles means private collections of rare, unique or novel items of personal interest (for example, dolls, toy soldiers, model trains), including memorabilia.

Contaminant means an impurity resulting from the mixture of or contact of a substance with a foreign substance.

Contents means goods, furniture, furnishings, radio and television aerials on or in the home, High Risk Items, personal money, credit cards, owned by you or your family are legally responsible for.

Contents Sum Insured means the amount shown in the schedule representing the maximum amount payable for any number of claims arising out of one occurrence or total number of occurrences during the period of insurance.

Deductible means the first amount you must pay towards any claim made under the policy. In the event of a claim being made under more than one section of the policy for the same incident, you are only responsible for one deductible (whichever is higher).

Damage / Damaged means a physical harm to the property or contents resulting in loss of value or the impairment of usefulness as a result of covered peril(s).

Family member means any member of your household who permanently living with you and not paying for their accommodation.

Fixtures and Fittings mean built in furniture and kitchen units, fixed glass and sanitary ware, fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers, storage heaters and light fittings.

Fine arts means paintings, etchings, statuary, antiques and other bona fide works of art with historical value or artistic merit.

Household means your spouse, children and parents.

Home means the private dwellings, its garages and outbuildings all located at the address shown in the schedule and used solely for domestic purposes.

Heave means upward or lateral movement of the site on which your buildings stand caused by swelling of the ground.

Insured/Insured person/you/your means the person(s) named in the Policy Schedule and members of the family permanently residing with him/her.

Jewellery means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals. This also includes watches and set or unset gemstones.

Loss of limb(s) means:

- a) in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and
- b) in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.

Loss of eye(s) means total and irrevocable loss of sight in one or both eyes.

Loss or Stolen means having been inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation. Market value refers to the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially identical.

Mould means any type or form of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapors, gas or substance, including any by-products, produced or released by mould.

Occurrence means:

- a) a loss or an accident, including continuous or repeated exposure to the same general harmful conditions, which occurs during the

policy period and results in personal injury or property damage; or b) an offence, including a series of related offences, committed during the policy period that results in personal injury or property damage.

Outbuildings means sheds, greenhouses, summerhouses, and other buildings (but not caravans, mobile homes or motor homes) which are not connected to the main building of the home. However, they are within the boundary of the home and are used for domestic purposes.

Period of Insurance means the period of time the insurance is provided for under this policy, as set out in your schedule. This Policy's coverage will commence on the policy effective date as detailed in the Policy Schedule and will run until the policy is cancelled or the policy expires on the policy expiration date shown in the Policy Schedule. The maximum period for any policy period is restricted to 13 months.

Personal Belongings means watches, sports equipment, luggage, portable equipment, photographic equipment, musical instrument, clothing and other items that are designed to be worn or carried on or about the person which belong to you or your family, or are your family's responsibility under contract.

Personal Money means current legal tender, cheques, money orders, postal orders, current postage stamps (not being part of collection), traveller's cheques, travel tickets luncheon vouchers, gift tokens and phone cards.

Permanent Total Disability means a disability in which an Insured Person is forever prevented from working because of Injury.

Personal Documents means identification documents issued by Insured Person's country, state or province including but not limited to driver's license and passport of the Insured Person.

Policy Period means the period of time covered by this policy, as shown in the schedule, and any other period we agree to insure you.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste.

Portable Equipment means sports, musical, photographic, and other portable equipment including laptop computers, mobile telephones and the like.

Policyholder means the Insured Person named in the Policy Schedule.

Policy Effective Date means the date at which the Policy incepts as defined in the Policy Schedule.

Replacement Cost means the amount it would cost to replace an item at current prices.

Policy Schedule means the enclosed policy schedule that details the various insurances provided by this policy.

Subsidence means downward movement of the site on which your buildings stand, resulting from any cause other than the bedding down of new structures or the settlement of newly made up ground.

Terrorism means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system against any individual, property or government, or with the stated or unstated objective of pursuing economic, ethnic nationalistic, political, racial or religious interests, whether such interests are declared or not.

Terrorism shall also include any act involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent and also any other act which is verified or recognised by the (relevant) Government as an act of terrorism.

Theft means the illegal act of taking an item belonging to the Insured Person, without his/her consent, with intent to deprive him/her of its value.

Unoccupied means not lived in or substantially empty of furnishings and contents. Unfurnished means not contain enough furniture and furnishings for normal living purposes.

War means war, whether declared or not, or any war like activities (including use of military force) by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Waste is materials to be disposed of, recycled, reconditioned or reclaimed.

Watercraft means a boat or craft designed for use on or over water.

We, Us, Company or our means Oman Insurance Company (P.S.C.)

3.0 COVERAGE & BENEFITS

The coverage stated hereunder are valid only in respect of the Benefits specifically indicated in the Policy Schedule by the insertion of the amount of indemnity, its limitation and of the appropriate premium.

3.1 ACCIDENTAL DAMAGE TO CONTENTS

This section provides full details of the coverage we provide for your contents. The contents are insured against loss or damage whilst in your home by the following causes, subject to the exclusion listed below and in General Exclusion.

A. Contents in Your Home: We will provide coverage for loss or Damage to the contents in your home caused by:

1. **Fire, lightning, explosion, earthquake or smoke**
Excluding:
Loss or damage caused by scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.
2. **Storm or Flood**
Excluding:
 - (i) Loss or damage caused by frost.
 - (ii) Loss or damage caused by a rise in the water table.
3. **Escape of water, oil or liquid petroleum gas from any part of the plumbing installation, fixed water or fixed heating system, or escape of water from any domestic appliance within your home.**
Excluding:
 - (i) Loss or damage caused to the plumbing installation, fixed water or fixed heating systems or to any domestic appliance which the water, oil or liquid petroleum gas escapes from.
 - (ii) Loss or damage caused while your home is unoccupied or unfurnished
4. **Riot, strike, civil commotion, labour or political disturbance.**
Excluding:
Loss or damage that is not reported to the police within seven days.
5. **Malicious acts or vandalism.**
Excluding:
 - (i) Loss or damage caused while your home is unoccupied or unfurnished.
 - (ii) Loss or damage caused by any employee, guest or tenant, or by you or any member of your family.

6. **Theft or attempted theft from your home.**
Excluding:
 - (i) Loss or damage caused while your home is unoccupied or unfurnished.
 - (ii) Inexplicable loss and / or mysterious disappearance.
 - (iii) Loss or damage not reported to the police within 24 hours of discovering the theft.
 - (iv) Loss or damage caused by any guest, tenant, employee, or by you or any member of your family.
7. **Subsidence or heave of the site on which your buildings stand or land belonging to your buildings, or landslip.**
Excluding:
 - (i) Loss or damage caused to boundary and garden walls, gates, hedges, fences, footpaths, patios, terraces, drives, carports, tennis courts, swimming pools, hot tubs, greenhouses, garden ponds, statues and fountains which are permanently fixed into the ground, unless your home is damaged by the same cause and at the same time.
 - (ii) Loss or damage caused to solid doors or damage caused by solid doors moving, unless the foundations of the outside walls of your home are damaged by the same cause and at the same time.
 - (iii) Loss or damage caused by the foundations of a structure settling, shrinking or expanding.
 - (iv) Loss or damage caused by new structures bedding down or the settlement of newly made up ground.
 - (v) Loss or damage caused by the sea or river wearing away the land.
 - (vi) Loss or damage caused by faulty design or inadequate foundations which do not meet the required building regulations at the time of construction.
 - (vii) Loss or damage caused by or from demolition, structural alterations or structural repairs to your home, or any groundwork, excavation, faulty workmanship or the use of faulty materials.
 - (viii) Loss or damage where compensation is provided by law.
 - (ix) Loss or damage to solid floor slabs or resulting from the slabs moving unless the foundations beneath the outside walls of the main buildings are damaged at the same time.
8. **Impact**
Loss or damage caused by:
 - a. Any impact involving vehicles or aircraft, or anything dropped from an aircraft.
 - b. Animals.
 - c. Falling trees or branches.
 - d. Falling aerials, satellite receiving equipment, their fittings or masts.
 Excluding:
 - (i) Damage that is caused by animals belonging to you or any member of your family.
 - (ii) Any damage caused to gates, hedges, fences or tennis courts and the costs of removing any fallen trees or branches from the site.
 - (iii) Loss or damage by felling or lopping of trees.
9. **Accidental Damage**
We will pay for accidental damage to your contents while in your home
Excluding:
 - (i) Loss or damage specifically excluded under "3.0-COVERAGE & BENEFITS" or elsewhere in the policy.
 - (ii) Loss or damage caused while your home is unoccupied or unfurnished.
 - (iii) Loss or damage caused by mechanical, electrical or electronic fault, failure or breakdown.
 - (iv) Loss or damage caused by contents being confiscated or held legally by officials or the authorities.
 - (v) Loss or damage caused by animals or pets owned by you or your family.
 - (vi) Loss or damage caused by scratching or denting.

- (vii) Loss or damage caused by any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining or repairing.
- (viii) Loss or damage caused by the deterioration of food. Contents in your home excludes the following:
 - (i) Items held or used for business purposes (either totally or partly) other than business equipment.
 - (ii) Any living creatures.
 - (iii) Permanent fixtures and fittings.
 - (iv) Electrically or mechanically propelled or assisted vehicles of all types whether designed for road use or not, aircraft, caravans, trailers, boats or any parts and accessories in or attached to caravans, trailers, boats or motor vehicles. This does not include domestic garden machinery that does not have to be licensed, wheelchairs, registered disabled garden machinery that does not have to be licensed, wheelchairs, registered disabled use, electrically or mechanically propelled toys and models that cannot go over 8 miles an hour or golf trolleys which are controlled by someone on foot.
 - (v) Promotional vouchers, air mile vouchers, loyalty points, lottery tickets, scratch cards raffle tickets;
 - (vi) Stamps which are part of a stamp collection;
 - (vii) Money used or held for any trade, professional or business purposes.

B. LOSS OR THEFT OF JEWELLERY

We will provide coverage for loss or theft of your jewellery (excluding what is already covered in section 3.1 A) caused by any peril listed above. This section includes cover up to 25% of contents sum insured within each period of insurance. The coverage afforded under this section is subject to the exclusions listed below and elsewhere in the Policy.

The sum insured for this section is included within the Contents Sum Insured limit and is not in addition to it. Cover applies anywhere in the UAE and for up to 90 days worldwide in any period of insurance.

Specific Exclusions:

- (i) In respect of each occurrence the first AED 250/- of any amount payable
- (ii) Loss or damage to property caused by wear and tear and/or depreciation
- (iii) Any process of cleaning, repairing or restoring any article
- (iv) The action of light or atmospheric conditions, moth, vermin or any other gradually operating cause
- (v) Confiscation or detention by custom house or other officials
- (vi) Electrical or mechanical breakdown
- (vii) Consequential loss of any kind
- (viii) Business or professional use in respect of musical instruments, photographic and sporting equipment and accessories
- (ix) Any loss or damage caused by the willful act of an Insured person
- (x) Loss or damage to property dispatched by sea or air under a bill of lading, airway bill or similar document
- (xi) Loss of theft not reported to police within 24 hours of discovery

C. CONTENTS TEMPORARILY REMOVED

We will provide coverage for loss or damage to your contents, (excluding what is already covered in Section 3.1 A) caused by any peril listed above while they are temporarily removed from your buildings to other premises while they are within the scope of cover. This section includes cover up to 20% of contents sum insured within each period of insurance. The sum insured for this section is included within the Contents Sum Insured limit and is not in addition to it.

Excluding:

- (i) Loss of personal money (as this is covered under a separate section).
- (ii) Loss or damage if the premises where your contents are

temporarily being kept are left for more than 30 consecutive days without any person residing or living there.

- (iii) Loss or damage while your contents are removed for sale or exhibition.
- (iv) Loss or damage while your contents are in storage, or are being transported to or from storage.
- (v) Loss or damage caused by animals or pets.
- (vi) Any amount exceeding 20% of the contents sum insured shown on your schedule.

D. LOSS OF RENT AND ALTERNATIVE ACCOMMODATION

If your home is made uninhabitable following a claim, which we have accepted, for loss or damage resulting from a cause which is covered and described under section 3.1 A, we will pay the reasonable additional cost of similar short term accommodation for you, your family and domestic pets, for the period necessary to restore the home to a habitable condition. The most we will pay for any one event is 4 months of Alternative Accommodation Rent - not exceeding 30% of the contents sum insured. The sum insured for this section is included within the Contents Sum Insured limit and is not in addition to it.

Excluding:

- (i) Any costs your family would have to pay once your home becomes habitable again.
- (ii) Any costs you agree to pay without our written permission.

3.2 PERSONAL BELONGINGS

This section provides full details of the cover we provide for your Personal belongings in or away from your home. The coverage afforded under this section is subject to the exclusions listed below and elsewhere in the Policy.

We cover loss, theft or damage to Personal belongings that you or any member of your family own, while in the possession of you or any member of your family anywhere in UAE and up to 90 consecutive days worldwide in any period of insurance. We will not be liable for more than the Sum Insured stated in the Policy Schedule for any one claim and in the aggregate during the policy period.

Excluding:

- (i) In respect of each occurrence the first AED 250/- of any amount payable
- (ii) Loss or theft you do not report to the police within 24 Hours of discovering the loss or theft.
- (iii) Inexplicable loss and / or mysterious disappearance
- (iv) Loss, theft or damage when your Personal belongings have been outside of UAE for a total of more than 90 days in any period of insurance.
- (v) Loss or damage caused while your home is unoccupied or unfurnished.
- (vi) Loss or damage caused while your home is lent, let, sub let or shared with anyone other than your family, unless there is evidence of forcible and violent entry to or exit from your home.
- (vii) Loss or damage caused while your home is used to receive visitors or paying guests in connection with your trade, profession or business.
- (viii) Loss, theft or damage to goods or property you or any member of your family own or use at any time for trade, professional or business purposes.
- (ix) Loss by deception unless the only deception is used to gain entry to your home.
- (x) Loss or damage caused by water entering your home, other than by storm or flood.
- (xi) Loss or damage caused by mechanical, electrical or electronic fault, failure, breakdown, or wear and tear.
- (xii) Loss or damage caused by animals or pets owned by you or owned by any member of your family. (xiii) Loss or damage caused by scratching, denting or chipping.
- (xiv) Loss or damage caused by moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, light, climatic and atmospheric conditions, rusting, corrosion and shrinkage.
- (xv) Loss or damage caused by any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining or

repairing.

- (xvi) Loss, theft or damage to reeds, strings or skins of musical instruments.
- (xvii) Loss, theft or damage to musical instruments while in use.
- (xviii) Loss, theft or damage to guns where the damage is caused by bursting or rusting.
- (xix) Loss, theft or damage to sports equipment when it is being used.
- (xx) Loss, theft or damage to pedal cycles.
- (xxi) Loss, theft or damage to Contents goods and domestic appliances;
- (xxii) Loss, theft or damage to external television, radio and satellite receiving equipment;
- (xxiii) Loss, theft or damage to personal money, credit cards, securities (fungible, negotiable instruments representing financial value, whether they be debt securities such as bonds and debentures, equity securities such as stocks and shares, or derivative contracts such as forwards, futures, options and swaps) and documents of any kind;
- (xxiv) Loss, theft or damage to any business stock or related equipment used for any trade, professional or business purposes;
- (xxv) Loss, theft or damage to any motor vehicles, other than motorized or electric wheelchairs and scooters which are specifically designed for the disabled or infirm and which are not legally required to be licensed for road use;
- (xxvi) Loss, theft or damage to any mechanically propelled or assisted vehicles, other than motorized gardening equipment;
- (xxvii) Loss, theft or damage to any aircraft, gliders, hang gliders, trains, caravans, trailers, boats, wet bikes, jet skis, hovercraft, and other mechanically propelled or assisted watercraft, or parts or accessories for any of them whether attached or detached (other than removable entertainment equipment whilst removed);
- (xxviii) Loss, theft or damage to pets and livestock;
- (xxix) Loss, theft or damage caused by theft from an unattended motor vehicle.

3.3 LOSS OR THEFT OF MONEY

We will provide coverage up to the Sum Insured limit stated in the policy Schedule for loss or theft of your Personal Money. The coverage afforded under this section is subject to the exclusions listed below and elsewhere in the Policy. Cover applies anywhere in the UAE and for up to 90 days worldwide in any period of insurance. We will not be liable for more than the Sum Insured stated in the Policy Schedule for any one claim and in the aggregate during the policy period.

Excluding:

- (i) In respect of each occurrence the first AED 250/- of any amount payable
- (ii) Confiscation or detention by custom house or other officials
- (iii) Any loss or damage caused by the wilful act of an Insured person
- (iv) Loss or theft caused while your home is unoccupied or unfurnished.
- (v) Inexplicable loss and / or mysterious disappearance.
- (vi) Loss or theft not reported to the police within 24 hours of discovering the theft.
- (vii) Loss or theft caused by any guest, tenant, employee, or by you or any member of your family. (viii) Excluding loss of Money used or held for business or professional purposes.

3.4 REPLACEMENT OF LOCKS AND KEYS

We cover the cost of repairing, replacing or installing new locks for external doors, windows, intruder alarms and safes in your home where keys have been lost or stolen, or accidental damage has occurred to the locks or keys. We will not be liable for more than the Sum Insured stated in the Policy Schedule for any one claim and in the aggregate during the policy period.

Excluding:

- (i) In respect of each occurrence the first AED 250/- of any amount payable.
- (ii) Loss or theft of keys not reported to the police within 24

- hours of discovering the loss or theft.
- (iii) Loss or damage caused while your home is lent, let, sub let or shared with anyone other than your family.
- (iv) Loss or damage caused by mechanical, electrical or electronic fault, failure or breakdown.
- (v) Any amount exceeding the sum insured as per the limits set out in the Policy Schedule for locks and keys.

3.5 SPOILAGE OF FOOD IN DEEP FREEZER

We cover the loss or damage to food or drink in any freezer or refrigerator in your home caused by a change in temperature of the freezer or contamination by the escape of refrigerant or refrigerant fumes. We will not be liable for more than the Sum Insured stated in the Policy Schedule for any one claim and in the aggregate during the policy period.

Excluding:

- (i) In respect of each occurrence the first AED 250/- of any amount payable.
- (ii) Loss or damage caused while your home is unoccupied or unfurnished.
- (iii) Loss or damage caused by a strike, a lockout or an industrial dispute.
- (iv) Loss or damage caused by the deliberate act of any electricity supplier or gas supplier.

3.6 LOSS OF DOCUMENTS

The company will reimburse the cost of making a duplicate passport, driving license, work permit, residence permit, National Identity which is/are accidentally damaged or lost while within the geographical limit and while temporarily elsewhere in the world for not more than 90 days in any period of insurance.

We will not be liable for more than the Sum Insured stated in the Policy Schedule for any one claim and in the aggregate during the policy period.

SPECIFIC CONDITION:

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.

Excluding:

- (i) In respect of each occurrence the first AED 250/- of any amount payable.
- (ii) Loss or theft not reported to the police within 24 hours of discovering the loss.
- (iii) 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.
- (iv) Documents more specifically insured by any other insurance.

3.7 OCCUPIERS PERSONAL LIABILITY

We will pay any amount which you or any member of your family (or your legal personal representatives), are legally obligated to pay as occupier of your buildings and land belonging to your buildings, or as private individuals in relation to compensation to others which arise from a single event occurring during the period of insurance which results in:

- a. Accidental death, disease, illness, or accidental physical injury to a third party; or
 - b. Accidental damage to physical property.
- We will not be liable for more than the Sum Insured stated in the Policy Schedule for any one claim and in the aggregate during the policy period.

Excluding the following:

- (i) Any physical property which is owned by your family, or which is the legal responsibility of your family.
- (ii) Any injury, death, disease or illness to your family who normally reside with you.
- (iii) Any contagious diseases or virus passed on by you or any members of your family.
- (iv) Any business, job, profession, or trade involving you or any member of your family directly or indirectly.
- (v) Any contract or agreement, unless the liability would exist without that contract or agreement.

- (vi) Any deliberate act by you or any member of your family.
- (vii) Any liability arising from owning any land or buildings.
- (viii) Any liability arising from owning, possessing or using animals other than domestic pets.
- (ix) Any liability arising from hunting or racing of any kind except on foot.
- (x) Any liability arising from owning, possessing or using by or using by or on behalf of the Insured Person:
 - a) any motor vehicle, including children's motor vehicles, go karts, mechanically propelled or assisted vehicles whether licensed for road use or not, (other than gardening machinery, pedal cycles, and pedestrian controlled vehicles).
 - b) any watercraft, boat, hovercraft, wet bike, sand yacht, aircraft, gliders, hang gliders, train, caravan, (other than pedestrian controlled models or toys).
 - c) any firearm, (other than sporting guns being used for sporting purposes).
- (xi) Any liability which is insured by or would be insured by any other policy if this did not exist.

3.8 TENANTS LIABILITY

We will pay any amount which you or any member of your family (or your legal personal representatives), are legally obligated to pay as compensation under a tenancy agreement not as owner, leaseholder not in occupation or landlord for:

- a. damage to the building in which you are a tenant including its permanent fixtures and fittings and fixed items of decoration caused by events listed above.
- b. accidental damage to cables, underground pipes and drains (including inspection covers) which serve the home in which you are a tenant;
- c. accidental damage to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas; and
- d. accidental damage to ceramic hobs and sanitary ware fixed to or forming part of the home in which you are a tenant. We will not be liable for more than the Sum Insured stated in the Policy Schedule for any one claim and in the aggregate during the policy period.

Excluding:

- (i) Any costs more specifically covered under another policy.
- (ii) Loss or damage caused while the home in which you are a tenant is unoccupied or unfurnished.
- (iii) Loss or damage to any property which you own.

4.0 GENERAL EXCLUSIONS

These exclusions apply to all sections of your policy. This insurance policy does not cover:

- A. Radioactive Contamination: Any loss, damage, legal liability, cost or expense of any kind caused directly or indirectly by:
 - (i) Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste which results from the burning of nuclear fuel; or
 - (ii) The radioactive, poisonous, toxic, explosive or other hazardous properties of any nuclear machinery or equipment or any part of it.
- B. Pollution or Contamination: Any loss, damage, legal liability, cost or expense of any kind caused directly or indirectly from pollution or contamination which:
 - (i) Was the result of an intentional act; or
 - (ii) Was expected or should have been expected; or
 - (iii) Was not caused by a sudden incident; or
 - (iv) Was not during any period of insurance.
- C. War and Similar Risks: Any loss, damage, legal liability, cost or expense of any kind caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution or military force.
- D. Terrorism: Any loss, damage, legal liability, cost or expense of any kind caused directly or indirectly by, resulting from or in

connection with any act of terrorism. For the purpose of this exclusion, "terrorism" means the use, or threat of, including the use, of any biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

- E. Territorial Limit for strikes, riot or civil commotion: Any loss or damage arising from strikes, riot or civil commotion outside of the scope of cover.
- F. Sonic Bangs: Any loss, damage, legal liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- G. Rot: Any loss, damage, legal liability, cost or expense of any kind caused by wet rot or dry rot whether or not this is caused directly or indirectly by any other cover provided by this insurance policy.
- H. Defective Construction: Any loss, damage, legal liability, cost or expense of any kind caused by or resulting from either defective construction, poor or faulty design, poor workmanship or the use of incorrect materials.
- I. Gradual Deterioration: Any loss, damage, legal liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, condensation, insects, vermin, fungus, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or any indirect loss.
- J. Existing and Deliberate Damage: Any loss, damage, legal liability, cost or expense of any kind:
 - (i) Occurring, or arising from an event that occurred, before the period of insurance; or
 - (ii) Caused deliberately by you or a member of your family or at the direction of you or a member of your family.
- K. Confiscation and Forced Entry: Any loss, damage, legal liability, cost or expense of any kind caused by officials or the authorities legally using force to enter your home or legally confiscating or holding your property.
- L. Deception: Any loss, damage, legal liability, cost or expense of any kind caused by deception unless the only deception used is to gain entry to your home.
- M. Business Property and Legal Responsibility: Any loss, damage, legal liability, cost or expense of any kind:
 - (i) For any property which you own, hold in trust or use in connection with any trade, profession or business with the exception of any business equipment as defined; or
 - (ii) For any legal liability arising directly or indirectly from any trade, profession or business.
- N. Date Change and Computer Viruses: Any loss, damage or legal liability caused directly or indirectly to equipment by its' failing to correctly recognise data representing a date in such a way that it does not work properly or at all, or by computer viruses. For the purpose of this exclusion:
 - (i) Equipment includes computers and anything else insured by this policy which has a microchip in it.
 - (ii) Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.
 - (iii) Microchips include integrated circuits and microcontrollers. Computer viruses include any program and/or software which prevent any operating

system, computer program or software working properly or at all.

- O. Loss of Value: Any loss of value to the buildings, contents or any other property insured
- P. Indirect Loss: Any losses that are not directly associated with the incident that caused you to
- Q. Property Not Covered: Any losses to the following items:
 - (i) Living creatures
 - (ii) Motorised vehicles, trailers, caravans or spare parts and accessories
- R. Matching Sets or Items: The Policy treats each separate item of a matching pair or set, or set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. The Policy will only pay for lost or damaged items. It does not pay for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged, just because it forms part of a set, suite or one of a number of items similar in nature, colour or design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves. This loss of value is not covered by the policy.
- S. Matching Carpets: If you have a matching carpet or other floor covering in more than one room or area, the Policy treats each room or area as separate. The Policy will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.
- T. Mould: We do not cover any loss or damage caused by the presence of mould, however caused, or any loss or damage caused by mould. However, this exclusion does not apply to loss or damage caused by the presence of mould resulting from fire or lightning unless other exclusions apply.

5.0 GENERAL CONDITIONS

- A. Contents Sum Insured: Contents 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. If the sum insured is inadequate at the time of a loss then your claim settlement may be reduced. You should review the content sum insured regularly to reflect any change in value over time. If you add to the value of your property (for example by buying new furniture or other contents) you must tell us so that your content sum insured can be adjusted accordingly.
- B. Change of Address: Subject to being informed within 7 working days after moving to another address, within the scope of cover, and payment of additional premium if 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.
- C. Claims Settlement: At our option, the Company will indemnify you by replacement, reinstatement, repair or payment. Where the Company is able to replace the property, payment will be limited to the replacement cost. Where the Company is able to repair the property, payment will be limited to the repair cost.

Wear and Tear: In settling claims for total loss or damage beyond economic repair there will be no deduction for wear & tear and depreciation except for:

- (i) any claim in respect of clothing, household linen and pedal cycles.
- (ii) any claim resulting from accidental damage to radio

receivers, television sets, games, recording and audio equipment, computers and carpets more than 5 years old.

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 they are legally responsible for the cost of replacement as new under the terms of an agreement.

Matching Items: The Company will not pay for the cost of replacing any undamaged items forming part of a matching set or articles or suite of furniture.

Deductible: AED250 will be deducted from any claim under this policy, unless a specific deductible has been mentioned for any cover or in the schedule.

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

Any undeclared individual single item exceeding AED 10,000 will be covered to a maximum of AED 10,000. The Company recommends that you retain copies of receipts, valuations, photographs, instruction booklets and guarantee cards to assist in the event of a claim exceeding single item limit.

- D. Unoccupied: You must tell us if your Home is to be left unoccupied for more than 45 consecutive days.
- E. Compliance with Policy Terms: The Company will only provide the cover described in this policy if all the terms and conditions of this policy so far as they apply are met by you or anyone claiming under this policy.
- F. Your duty to prevent loss or damage
 - (i) You and any other person to whom this insurance applies shall take all reasonable precautions to prevent accidents loss or damage.
 - (ii) All property insured under this policy shall be maintained in good condition.
- G. Changes in your Circumstances: You must immediately tell us or your insurance broker or intermediary about any change that could affect this insurance. If you do not tell the Company about any change to the material facts, this insurance will no longer be valid (material facts are ones that might influence the Company's decision to insure you, the conditions of the policy or the premium the Company may want to charge. If you are not sure whether a fact is material, you should tell the Company about it). In particular you must tell the Company:
 - (i) If you or your family receive a county court judgment or a conviction, or are prosecuted (except for motoring offences where a prison sentence has not been served);
 - (ii) About any changes to your buildings;
 - (iii) If work is going to be done to your home;
 - (iv) If you move into a new home
 - (v) If you wish to upgrade to a higher sum insured plan
 - (vi) If your home will be unoccupied for more than 45 days in a row.

Please remember if you do not tell us about these and other material changes, it may affect any claim you make or could result in voiding this policy.

- H. Fraud: If the Company has reason to believe that dishonesty or exaggeration has been used either by you, your family or anyone acting on behalf of you or your family to obtain:
 - (i) A claims payment or inflated claims payment under your policy;
 - (ii) Cover for which you do not qualify; or
 - (iii) Cover at a reduced premium;

All benefits under this insurance policy will be lost, the Company may cancel the policy, the Company may not refund the premium and the Company will refer the matter to the police or authorities for criminal prosecution, or take any other action consistent with the Company's legal rights.

Insurance is offered by Oman Insurance Company (PJSC) for National Bank of Fujairah customers and is subject to their approval. Terms and Conditions of the Insurance Policy shall apply.

- I. Other Insurance: If there is any other insurance covering the same loss, damage or liability as this policy, the Company shall not be liable to pay or contribute more than our share of any claim.
- J. The Company may cancel this policy by sending 30 days notice to your last known address.
- K. Rights of Third Parties: Nothing contained in this policy gives anyone else any rights under this policy.
- L. Security: If you live in certain risk prone residential areas, the Company may insist you have high security locks and, in some cases, an alarm system fitted. If the Company has insisted that you have this security, but it is not fitted or you do not keep it in good working order, the cover under the policy will not be valid for theft, attempted theft or malicious damage.
- M. Non Disclosure or Misrepresentation: Information which you gave us before this policy started, during the course of the policy or for the purposes of renewing the policy (whether provided orally, electronically or in writing and whether or not contained within the statement of fact or proposal form) must be complete and correct.

If you did not tell us of all material facts or provided us with inaccurate information, which might have affected our decision to provide insurance cover, the level of premium, or the terms of this policy, before you took out the policy, or before renewal, then we have the right to void the policy. That means, we will treat the policy as if it had never existed. In those circumstances, we will repay you any premium taken and you will have to repay us any claims paid by us during the currency of the policy.

- N. Governing Law & Jurisdiction: This Policy shall be governed by the laws of the United Arab Emirates. A dispute between the Insurer and the Policyholder regarding any aspect of this Policy will be submitted to the exclusive jurisdiction of the courts of the United Arab Emirates.
- O. Legal Action: No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. If no proof of loss has been furnished within one (1) year of the date upon which it should have been furnished then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

If We disclaim liability to You or any Insured Person for any claim, and if You do not notify Us within one (1) year from the date of receipt of the notice of such disclaimer that You do not accept such disclaimer and intend to recover this claim from Us, then the claim shall

- P. Renewal Conditions: The Policy may be renewed subject to renewal of your Auto Insurance Policy with Our consent. Unless renewed as herein provided, this Policy shall terminate at the expiration date of the Policy.
- Q. Claim Notification: It is a condition precedent to Our liability hereunder that written notice of claim must be given to Us immediately after the occurrence or commencement of any loss that may be covered by the Policy and in any event within thirty (30) days thereafter
- R. Economic Sanctions Exclusion: The Company shall not provide cover and the Company 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 the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the