

## HOME INSURANCE PACKAGE POLICY

We welcome you as a Policyholder of the **Dubai National Insurance and Reinsurance Company** offering you an extensive insurance service.

To ensure that your policy gives you the protection you need please read it carefully and return it as soon as possible if it is not in accordance with your requirements. In case the policy is not returned to us within 10 days from the date, then the terms and conditions of the policy are deemed to have been fully accepted by You.

### **OPERATION OF COVER**

The proposal made by the Insured (or the acceptance cum schedule) is the basis of this contract.

**Dubai National Insurance and Reinsurance Company** (herein after called the Company) will provide insurance within the terms of this Policy against loss, damage, liability and expenses arising out of the insured perils and occurring for those Sections specified in the Schedule during the Period of Insurance or any subsequent period for which the Insured pays and the company agrees to accept a premium or renewal premium.

### **DEFINITIONS**

#### **Insured persons**

The Insured person as named in the Policy Schedule.

#### **Contents**

Household goods and personal effects (excluding cash and Jewellery) belonging to the Insured Persons (or for which they are legally responsible)

Fixtures and fittings belonging to the Insured Persons (or for which they are responsible) not being landlords fixtures and fittings

Interior decorations belonging to the Insured where the Insured is the tenant of the private dwelling or where the Insured is the owner but not responsible for insuring the private dwelling

#### **Buildings**

The Structure of your private residence including:

- (i) outbuildings used for domestic purposes
- (ii) decorative finishes, swimming pools, tennis hard course, garden walls, patios, terraces, hedges, fences, gates, paths and drives situated at the address(es) shown in the schedule.

**Household**

All members of your family and any other persons (but not boarders, lodger or paying guests) permanently living with you in your Home.

**Home**

Home in case of a Villa or Town House is the area of the plot described in the title deeds (or the tenancy contract) including the structure of your private residence and outbuildings all used for domestic purposes situated at the address(es) shown in your current schedule. In case of a flat or apartment, Home is the area of the flat or the apartment described in the title deed (or the tenancy contract) used for domestic purpose and situated at the address specified in the schedule.

**UAE**

United Arab Emirates

**AED**

Arab Emirati Dirhams

**Sum insured**

The amount shown in your current schedule or subsequent renewal invitation.

**Unoccupied**

When your residence is not being lived in by anyone with your permission.

**SUM INSURED CONDITION – APPLICABLE TO ALL SECTIONS**

1. Sum(s) Insured represent and will at all times be maintained by the Insured at not less than the full cost of replacing the property insured without deduction for wear tear and depreciation other than in respect of clothing and pedal cycles
2. Changes or additions to or disposals of property insured by this item need not be advised to the Company unless the Sum Insured becomes inadequate or individual articles exceed the Single Article Limit.

**GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS**

1. The insured persons and any other person to whom this insurance applies shall at all times take reasonable precautions to prevent accidents, loss or damage. All property insured under this Policy shall be maintained in good condition.
2. The Schedule and Sections form part of this Policy and the expression “this policy” wherever used in this contract shall read as including the Schedule and any attached Sections Specifications or Endorsements. Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear.
3. On the happening of any event likely to give rise to a claim under this Policy, the Insured shall

- a. Where property is lost, stolen or maliciously damaged, notify the police as soon as possible and take all reasonable steps to recover the property and protect it from further damage
  - b. Without unnecessary delay, report in writing to the Company and provide all information and assistance which the Company may reasonably require
  - c. As soon as possible, forward all correspondence, legal process or other document to the Company unanswered
  - d. Refrain from discussing liability with any third party in case of legal liability claims
4. No property may be abandoned to the Company. The Company shall be entitled to take over and conduct in the name of an Insured Person the defence or settlement of any claim or to prosecute in the name of an Insured Person for its own benefit any claim for indemnify or damages or otherwise and shall have full discretion in the conduct of any proceedings and the settlement of any claim.
  5. In respect of any claim or series of claims for which this Policy provides an indemnity to an Insured Person against his/her legal liability the Company may at any time pay to the Insured the limit of Indemnity after deduction of any sum(s) already paid as compensation or any lesser amount for which such claim(s) can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
  6. If at the time any claim arises under this Policy there is any other insurance covering the same liability loss or damage the Company shall not be liable to contribute more than its rateable proportion.
  7. The Company may cancel this policy at any time citing reasons for the same with conditions such as breach of warranties, misrepresentation of the material facts, non-payment of premium and non-compliance of policy terms & conditions and due to increased loss ratio or bad performance, by sending written notice by recorded delivery to the Insured's last known address and the Insured shall become entitled to a return of premium calculated on a pro-rata basis corresponding to the unexpired Period of Insurance.
  8. The Insured may also cancel this policy at any time by sending written notice by recorded delivery to the Company's address and the Insured shall become entitled to a return of premium calculated on a short period rate basis corresponding to the unexpired Period of Insurance. The Insured is not entitled for a refund of premium if a claim has been reported or paid under the policy.

**Short Period Rate Basis of Premium to be charged by Insurance Company:**

- Up to 1 month : 25% of Annual Premium;
- Up to 2 months : 35% of Annual Premium;
- Up to 3 months : 40% of Annual Premium;
- Up to 4 months : 50% of Annual Premium;
- Up to 5 months : 60% of Annual Premium;

Up to 6 months : 70% of Annual Premium;  
Up to 7 months : 75% of Annual Premium;  
Up to 8 months : 80% of Annual Premium;  
Up to 9 months : 85% of Annual Premium;  
Over 9 months : Full Annual Premium

9. If the circumstances in which this insurance was entered into are materially altered without the written consent of the Company, this Policy shall be voidable.
10. The observance by the Insured Persons of the terms of this Policy and the truth of the statements and answers by the Insured in the proposal shall be conditions precedent to any liability of the Company.
11. If any claim under this Policy is in any way fraudulent or unfounded all benefit under this policy shall be forfeited..
12. Disputes clause:Any dispute concerning the interpretation of this policy and/or schedule shall be determined in accordance with the laws of the United Arab Emirates.
13. Arbitration: All differences arising out of this policy 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 parties. An umpire should be appointed in writing by the arbitrators before entering upon the reference. The umpire shall sit with the arbitrators and preside at their meetings and making of an award shall be a condition precedent to any right of action against the company. If the company shall disclaim liability for any claim hereunder and such claim shall not within six calendar months from the date of such disclaim liability for any claim hereunder and such claim shall not within six calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### **GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

1. **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 up rising, insurrection, rebellion, revolution, military or usurped power
  - c. Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation for the purposes of this exclusion "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

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 Insured.

2. Loss of or damage to property 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 property occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. Any losses due to subsidence, landslip or heave.

#### **5. Nuclear Energy Risks - Exclusion Clause**

This Agreement shall exclude Nuclear Energy Risks

For all purposes of this Agreement Nuclear Energy Risks shall mean all first and/or third party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of

1. All Property on the site of a nuclear power station (NPS)  
Nuclear Reactors, reactor buildings, plant, and equipment therein on any site other than a NPS
2. All Property, on any site (including but not limited to the sites referred to above, used or having been used for
  - (a) the generation of nuclear energy or
  - (b) the production, use or storage of nuclear material
3. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association
4. The supply of goods and services to any of the sites described in 4.3.1 to 4.3.3 above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material. Except as under noted, Nuclear Energy Risks shall not include
  - (a) any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in 4.3.1 to 4.3.3 above (including Contractors' Plant and Equipment)

- (b) Any Machinery Breakdown or other Engineering Insurance or reinsurance not coming within the scope of 4.3.4 (a) above

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

## **6. Political Risks Exclusion**

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 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.

Or

3. Ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel:

Or

4. Radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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), (3) (4) above. If the Insurer alleges 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 Insured.

## **7. Terrorism Exclusion Clause**

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, arising out of or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the insurer alleges that by reason of this definition a loss, damage, cost or expense is not covered by this policy, the burden of proving that such loss, damage, cost or expense is covered shall be upon the insured.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Subject otherwise to the same terms, conditions and exceptions of the Policy.

#### **8. War and Civil War Exclusion Clause**

Any liability assumed by the insured on loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil, war, mutiny, civil commotion assuming the proportions or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage property by or under the order of any government of public or local authority.

#### **9. IT Clarification Agreement Clause**

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 the direct consequence of insured physical damage to the substance of property shall be covered.
- B. Loss or damage resulting from an 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.

#### **10. Total Asbestos Exclusion**

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of or in consequence of asbestos, in whatever form or quantity.

#### **11. Seepage/Pollution/Contamination Exclusion Clause**

This agreement does not cover any loss and/or damage and/or costs and/or expenses arising directly or indirectly from seepage and/or pollution and/or contamination, except for

- seepage and/or pollution and/or contamination of insured property which results from fire and/or explosion as insured by this agreement
- fire and/or explosion as insured by this insurance agreement which results from seepage and/or pollution and/or contamination

Under no circumstances shall land and/or water and/or air be considered insured property under this agreement.

#### **12. Sanctions & Embargoes Clause**

No Insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would be in violation of any trade or economic sanctions, laws or regulations applicable in the insurer jurisdiction of domicile, or which the insurer is legally obligated to comply.