

# Policy Specification

## Home Protect

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## 1. INTRODUCTION

We welcome you as a policy holder of Solidarity General Takaful a Company operating subject to the Islamic Shariah, as an agent for the participant to manage the takaful operations for fixed agency fees and investing their funds as a “Mudarib” against fixed percentage of the return thereof.

Your Takaful contract comprises

- the schedule which summarises the cover provided and Sections of cover selected
- the Sections which you have selected

These should be read in conjunction with the general exclusions and general conditions set out in the contract.

The Company will in the terms of this policy indemnify or pay the participant in respect of events occurring during the period of contract as stated herein

The proposal made by the participant is the basis of and forms part of this contract. The Policy, proposal, schedule and specification should be read together and form the Takaful contract.

## 2. DEFINITIONS

The following words or phrases in the contract will have the meaning described below (unless stated otherwise):

### ***Bodily Injury***

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

### ***Company/Takaful Operator/We/Ours/Us***

Solidarity General Takaful B.S.C. (C)

### ***Excess***

The amount you will have to pay towards any claim

### ***Geographical Limits***

The country where your Home is situated as stated in the Schedule

### ***Home***

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

### ***Participant/ you/your***

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

### ***Schedule***

The information document attached to this Home Protect Takaful Policy containing the details of the Participant, Period of Contract, Sections insured, Sums insured and other particular or special conditions and terms applying to your insurance.

### ***Sum Insured***

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

### ***Single Article Limit***

BD 500 unless another amount is shown in the Schedule

Proof of value will be required when making a claim for an item valued in excess of the Single Article Limit.

### ***Unoccupied***

Uninhabited by you or by any other person for more than 45 consecutive days

## ***Property Insured***

### **Buildings**

Your Home belonging to you (or for which you are legally responsible) of concrete or brick construction and roof of incombustible material (unless otherwise stated in the Schedule) including swimming pools, terraces, patios, drives and footpaths, walls, fences and gates and landlord's permanent fixtures and fittings situated as stated in the Schedule.

### **Contents of Your Home**

Household goods and personal effects (including Personal Money subject to a limit shown) belonging to you (or for which you are legally responsible) or to resident domestic helpers whilst within your Home, including fixtures and fittings belonging to you (or for which you are responsible) but excluding

- a) Securities and documents of any kind
- b) Motorcycle or other mechanically propelled vehicles (other than motorized domestic gardening equipment) aircraft watercraft sail boards surf boards caravans trailers and also any portions, parts and accessories of any of those listed
- c) Goods used for business or professional purposes
- d) Livestock and pets

### **Personal Belongings**

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 **EXCLUDING**

- i. Money, tickets, documents securities, contact and or corneal cap or lenses, hearing aids, camping equipment, sub –aqua equipment and skiing equipment
- ii. Furniture, furnishings, household and /or business goods and equipment
- iii. Motor vehicles, boats, or any equipment or accessories thereto

### **Personal Money**

Cash (notes and coins), cheques, money and postal orders, current unused postage stamps (not being part of a collection), travelers cheques, travel tickets.

### **Personal Equipments**

Sports, musical, photographic and other mobile equipment including laptop computers, mobile telephone and the like

**Credit Cards**

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

**Valuables**

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

**Takaful Contract/Contract/Policy**

Has same meaning throughout this document.

### 3. COVERS

#### SECTION 1 - BUILDINGS

The Company will indemnify the participant by payment, reinstatement, replacement or repair as provided below

The liability of the company under this Section shall not exceed the Sum Insured stated in the Schedule

#### A. COVER

#### B. EXTENSIONS OF COVER

The Company will indemnify:	The Company shall not be liable for:
<p><b><i>B.1 Damage to Services</i></b>            Accidental Damage loss/damage            Cables and underground pipes providing services to or from the Building            - Septic tanks and drain inspection covers            Subject to a maximum limit of 10% of the sum insured for building</p>	
<p><b><i>B.2 Breakage of fixed Glass and Sanitary Fixtures</i></b>            Accidental breakage of fixed glass forming part of the Building including glass in solar panel units and fixed baths shower trays shower screens wash basins sinks lavatory pans and cisterns including their fixtures and fittings for an amount not exceeding 10% of the sum insured for building</p>	<p>a. Breakage occurring while the Home is Unoccupied            b. Scratches, cracks, stains</p>
<p><b><i>B.3 Miscellaneous Property</i></b>            Loss of or damage to paths, drives, terraces, patios, and swimming pools, for an amount not exceeding 10% of the Building Sum Insured.</p>	<p>a. Loss or Damage arising under Section 1 A (10) "Subsidence" unless the residence is damaged at the same time.</p>

<p><b><i>B.4 Liability to the Public as Owner of Property</i></b></p> <p>Your legal liability as owner of the Building for damages and Claimants costs and expenses in respect of</p> <ul style="list-style-type: none"> <li>i. Accidents resulting in bodily injury to any person</li> <li>ii. Accidents resulting in loss of or damage to material property</li> </ul> <p>Occurring in the Building during the Period of Contract</p> <p>Our liability for damages and claimants costs and expenses resulting from any one accident or series of accidents arising out of any one cause shall not exceed BD 100,000</p> <p>The Company will, in addition, pay all defense costs and expenses incurred with our written consent</p>	<ul style="list-style-type: none"> <li>a) Legal Liability as occupant of the Building</li> <li>b) Bodily injury to any member of the family permanently residing with you or to any person under a contract of service or apprenticeship with you arising out of or in the course of his/her employment by you</li> <li>c) Loss of or damage to property belonging to you or any member of the family residing with you or any person under a contract of service with you or under care custody control or held in trust by you, or any member of the family residing with you or any person under a contract of service with you</li> <li>d) Liability arising directly or indirectly in connection with use of any mechanically propelled vehicle licensed for road use</li> <li>e) Liability assumed under any agreement unless such liability would have attached in the absence of such agreement</li> <li>f) Liability arising out of or incidental to your business or profession</li> </ul>
<p><b><i>B. 5 Loss of Rent or Cost of Alternative Accommodation</i></b></p> <p><b>We will indemnify your liability to pay rent for a period not exceeding one year if your Home becomes uninhabitable due to any loss or damage by any cause listed under Section 1(A)</b></p> <p>We will also pay</p> <ul style="list-style-type: none"> <li>i. Your loss of rent as property owner</li> <li>ii. Expenses necessarily incurred for your alternative accommodation during the period necessary to restore your private dwelling to a habitable condition</li> </ul> <p>All such payments shall not exceed 20% of the Building sum insured</p>	

## **Special Conditions applicable to Section I-Buildings**

### **1. Sum Insured**

The sum(s) insured must at all times represent the full cost of rebuilding to the same specification including

- a. Architects and surveyors fees necessarily incurred in the reinstatement of the Building subject to a maximum amount authorized by the respective professional bodies
- b. The expenses for removing debris demolishing shoring or propping up the damaged parts of the building necessarily incurred with our written consent
- c. Any additional cost necessarily incurred to comply with statutory or other building regulations or municipal or local authority bylaws excluding any fines and penalties.
- d. The maximum we will pay against the items (a),(b) and (c) above will be 15% of the sum insured subject to a maximum of BD75,000

### **2. Claims Settlement**

- a. At its option the Company will indemnify you by payment reinstatement replacement or repair.
- b. In settling claims for loss or damage there will be no reduction for wear, tear and depreciation. We will pay the cost of replacement by our preferred supplier if we decide to replace the damaged property
- c. Our liability in respect of loss or damage arising out of one occurrence shall not exceed the amount stated against each item in the Schedule. The sum(s) insured will not be reduced by the amount of any claim payment
- d. The Company will not pay for any reduction in the market value of the Home resulting from reinstatement replacement or repair of the damaged parts of the private dwelling

### **3. Excess**

We will apply only one excess in the event of a claim under more than one item arising out of the same occurrence at the same time

### **4. Sale of Home**

If you enter into a contract of sale of any building insured by this Policy the purchaser will benefit from this takaful contract in the event of loss or damage to such building when the sale is completed provided the building is not otherwise insured by purchaser or on his behalf.

### **5. Limit**

In respect of any claim under Sub section1 B(4) for which this Policy indemnifies you against your legal liability we may at any time pay you



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

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

## SECTION 2 – Contents

The Company will indemnify the participant by payment, reinstatement, replacement or repair as provided below

Provided that the liability of the company under this Section shall not exceed the Sum Insured stated in the Schedule

### A. COVER

<b>Loss or damage to contents of your home caused by any of the insured perils below</b>	<b>The Company shall not be liable for:</b>
1. Fire, Smoke, explosion, lightning or Earthquake	a. Loss or damage due to any gradually operating cause
2. Storm and Flood	a. The first BD 25 of each claim b. Loss or damage caused by frost c. Loss or damage to fences and gates
3. Riot, civil commotion, strikes and labour disturbances and Malicious persons or vandals	a. The first BD 25 of each claim b. Loss or damage occurring while the Home is left Unoccupied c. Loss or damage caused by you, your guests, tenants or permanent residents of the home
4. Aircraft or other aerial devices or articles dropped from them	a. Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds
5. Impact by Vehicles or animals	a. Loss or damage caused by domestic animals and pets

<p>6. Water damage</p> <ul style="list-style-type: none"> <li>i. Escape of water from water tanks pipes, or apparatus or fixed heating installations or domestic appliances</li> <li>ii. Freezing of water in tanks, apparatus or pipes</li> <li>iii. Leakage of heating fuel from a fixed heating installation</li> </ul>	<ul style="list-style-type: none"> <li>a. The first BD 25 of each claim</li> <li>b. Loss or damage occurring while your Home is Unoccupied</li> <li>c. Loss or damage to the component or appliance from which the water or oil escapes</li> <li>d. Costs of locating and rectifying the source of escape of water or oil</li> <li>e. Water leakage from defective roof</li> </ul>
<p>7. Theft or attempted theft involving forcible and violent entry to or exit from the building</p>	<ul style="list-style-type: none"> <li>a. Loss or damage occurring while your Home is Unoccupied</li> <li>b. Loss or damage caused by you, your guest, tenants or permanent residents of the home</li> <li>c. Loss or damage caused by deception</li> </ul>
<p>8. Breakage or Collapse of radio and television receiving aerials (including satellite dishes) their fittings and masts</p>	<ul style="list-style-type: none"> <li>a. Loss or damage caused by erection, dismantling, repair or maintenance</li> </ul>
<p>9. Falling trees or parts thereof</p>	<ul style="list-style-type: none"> <li>a) Loss or damage caused by felling or cutting of trees by or on behalf of the participant</li> <li>b) Loss or damage to gates or fences caused by falling of trees or branches</li> </ul>

### Optional Extensions

<p>10. Subsidence or Landslip of the site on which residence stands</p>	<ul style="list-style-type: none"> <li>a. 2% of the contents sum insured</li> <li>b. Loss or damage caused by settlement of residence on made-up ground or coastal erosion</li> </ul>
<p>11. Accidental Damage to Contents</p> <p>damage caused by accidental external means to contents while in your home</p>	<ul style="list-style-type: none"> <li>a. The first BD 50 of each claim</li> <li>b. Damage to clothing, contact lenses, stamps, food in freezers and pedal cycles</li> <li>c. Damage by wear, tear, depreciation action of light atmospheric conditions moth, vermin infestation, damp, rust, wet or dry rot or any gradually operating cause</li> <li>d. Damage caused by any process of cleaning washing repairing or restoring any article</li> <li>e. Electrical/mechanical breakdown</li> <li>f. Damage caused by use of incompatible battery</li> <li>g. Damage to recording tapes discs or records</li> </ul>

	<ul style="list-style-type: none"> <li>h. Damages caused by domestic animals or birds</li> <li>i. Damage to glass oven doors or ceramic glass on cooker hobs</li> <li>j. Mysterious disappearance and/or unexplained losses</li> <li>k. Consequential loss</li> <li>l. Loss or damage specifically excluded elsewhere in Section 2 of this Policy or not arising out of accidental external means</li> </ul>
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## B. EXTENSIONS OF COVER

<b>The Company will indemnify:</b>	<b>The Company shall not be liable for:</b>
<p><b><i>B.1 Contents Temporarily Removed</i></b></p> <p>Loss or damage to Contents by any of the causes listed under Section 2(A) while temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same premises or to any other premises within the Geographical Limits subject to a maximum of 20% of the sum insured under Section 2</p>	<ul style="list-style-type: none"> <li>a. Loss or damage by storm or flood to property not inside a building</li> <li>b. Loss or damage while removed for sale or exhibition or to a furniture depository</li> <li>c. Loss or damage whilst in transit</li> </ul>
<p><b><i>B.2 Contents in the Open</i></b></p> <p>Loss or damage to Contents in open inside the boundaries of land belonging to your home by any causes listed under Section 2 (A) subject to a maximum of BD 250</p>	<ul style="list-style-type: none"> <li>a) <b>The first BD 25 of each claim</b></li> <li>b) Loss or damage by water, storm or flood</li> <li>c) Loss or damage occurring while the home is Unoccupied</li> <li>d) Loss or damage to pedal cycles</li> </ul>
<p><b><i>B.3 Theft of Keys</i></b></p> <p>We will pay cost of replacing keys to the locks of</p> <ul style="list-style-type: none"> <li>i external doors of your Home</li> <li>ii alarm systems or domestic safes fitted in your Home</li> </ul> <p>if stolen subject to a maximum of BD 100</p>	<ul style="list-style-type: none"> <li>a) The first BD 5/- of each claim</li> </ul>

<p><b><i>B.4 Spoilage of Food in the Deep Freezer</i></b></p> <p>Loss or damage to food contained in deep freezer units in your Home as a result of</p> <ul style="list-style-type: none"> <li>i a rise or fall in temperature</li> <li>ii contamination by refrigerant or refrigerant fumes</li> <li>iii failure of the supply of electricity</li> </ul> <p>subject to a limit of BD250 in total.</p>	<p>Loss or damage caused by</p> <ul style="list-style-type: none"> <li>a. The first BD 25 of each claim</li> <li>b. Deliberate cutting off or reducing the supply of the power by the power authority or its employees.</li> <li>c. Disconnecting or switching off the electricity supply at your Home</li> <li>d. Your Home being Unoccupied</li> </ul>
<p><b><i>B.5 Household Removals</i></b></p> <p>Loss of or damage of Contents while in transit from one home to another including loading and unloading within the Geographical Limits excluding sea and/or air transits provided when such removals are carried out by professional cargo movers</p>	<ul style="list-style-type: none"> <li>a. The first BD 25 of each claim</li> <li>b. Loss or Damage due to wear, tear, depreciation or the action of light</li> <li>c. Damage arising out of atmospheric conditions, moth, vermin, infestation, damp, rust, wet or dry rot</li> <li>d. Loss or damage arising out of gradually operating cause, during the process of cleaning, washing, repairing or restoring any article, or electrical or mechanical breakdown or consequential loss</li> <li>e. Money, coins, jewellery, furs, articles of gold or platinum, precious stones, securities deeds, or documents of any kind business books, manuscripts and stamps</li> </ul>
<p><b><i>B.6 Fatal Injury Benefit</i></b></p> <p>We will pay a total sum of BD2,500 in the event of your death or of your spouse on account of injury caused in your Home by fire explosion lightning or thieves provided death occurs within three months of such injury</p>	
<p><b><i>B.7 Visitor's Personal Effects</i></b></p> <p>We will pay up to an amount of BD 250 in total for loss or damage to your visitor's personal belongings (other than cash, currency, valuables, documents) by any of the causes listed in Section 2(A) whilst in your Home</p>	<ul style="list-style-type: none"> <li>a. The first BD 25 of each claim</li> </ul>

<p><b><i>B.8 Legal liability as Occupant and Employers Liability</i></b></p> <p>Your legal liability for damages and claimants costs and expenses in respect of</p> <p>i Accidents resulting in bodily injury to any person including your domestic helper(s) and employees</p> <p>ii Accidents resulting in loss of or damage to material property</p> <p>Occurring during the Period of Contract within the Geographical Limits and elsewhere during temporary visits</p> <p>Our liability for damage, claimant’s defense costs and expenses resulting from one original cause shall not exceed BD 100,000</p> <p>The Company will, in addition, pay all defense costs and expenses incurred with our written consent</p>	<p>a. Loss or damage arising directly or indirectly by through or in connection with</p> <p>i. The ownership possession or use of any motorcycle or other mechanically propelled vehicle by you or on your behalf except motorized domestic gardening equipment whilst used within the boundaries of your Home</p> <p>ii. Aircraft, vessels and/or crafts used in water</p> <p>iii. The ownership/occupation of land buildings or immobile property except your Home</p> <p>iv. Any willful or malicious act by you</p> <p>v. 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</p> <p>b. Liability assumed under any contract unless such liability would have attached notwithstanding such contract</p> <p>c. Liability arising directly or indirectly of any trade business or profession carried on by you or on your behalf</p> <p>d. Loss of or damage to property belonging to you or held in trust by you or in your custody or control</p> <p>e. Bodily Injury contracted by you or your family members</p> <p>f. Claims and losses based upon arising out of directly or indirectly resulting from or in consequences of or any way involving asbestos</p>
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<p><b><i>B. 9 Loss of Rent or Cost of Alternative Accommodation</i></b></p> <p><b>We will indemnify your liability to pay rent for a period not exceeding one year if your Home becomes uninhabitable due to any loss or damage by any cause listed under Section 2(A)</b></p> <p>We will also pay</p> <ul style="list-style-type: none"> <li>i. Your loss of rent</li> <li>ii Expenses necessarily incurred for your alternative accommodation during the period necessary to restore your private dwelling to a habitable condition</li> </ul> <p>All such payments shall not exceed 25% of the Contents sum insured</p>	
<p><b><i>B.10 Tenant's Liability</i></b></p> <p><b>Your legal liability as a tenant in respect of</b></p> <ul style="list-style-type: none"> <li>i. Loss of or damage to the Home and landlords fixtures and fittings by any of the causes 1 to 9 inclusive listed under Section 2 (A)</li> <li>ii. Accidental breakage of fixed glass forming part of the building including glass in solar panel units and fixed baths shower trays shower screens wash basins splash backs pedestals sinks lavatory pans and cisterns</li> <li>iii. Accidental damage by external means to             <ul style="list-style-type: none"> <li>a. Underground cables or pipes providing services to or from the building</li> <li>b. Septic tanks and drain inspection covers</li> </ul> </li> </ul> <p>Our liability for damage claimant's cost and defense costs and expenses resulting from one original cause shall not exceed BD 25,000</p>	<ul style="list-style-type: none"> <li>a. The first BD50 of each claim</li> <li>b. Loss or damage excluded under any of the causes listed under Section 2 ( A)</li> <li>c. Loss or damage while your home is unoccupied</li> </ul>
<p><b><i>B.11 Mirrors &amp; Glasses</i></b></p> <p>The company will indemnify you against accidental breakage of mirrors (excluding their frames), hand mirrors and plate-glass on and fixed glass in</p>	<ul style="list-style-type: none"> <li>a. The first BD 25 of each claim</li> </ul>

furniture whilst in the Home for an amount not exceeding BD250	
<b>B.12 TV Apparatus</b>	
The Company will indemnify you against accidental damage caused to your television apparatus or of permanent residents of your Home up to a maximum of BD 300/-	<ul style="list-style-type: none"> <li>a. The first BD 25 of each claim</li> <li>b. Damage arising from <ul style="list-style-type: none"> <li>i. Mechanical or electrical breakdown or failure or excessive current</li> <li>ii. Process of repair or alteration</li> </ul> </li> <li>c. Consequential Loss</li> </ul>

### Special Conditions applicable to Sections 2 -Contents

#### 1. Sum Insured

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

#### 2. Claims Settlement

It is our option to indemnify you by replacement reinstatement repair or payment  
If we decide to replace the property, payment will be limited to the cost of replacement by our preferred supplier

The total amount payable in respect of loss or damage arising out of one occurrence shall not exceed the sum(s) insured

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

#### 3. Valuables

- a. No one item shall deemed to be of greater value than the Single Article Limit unless insured as a separate item
- b. The total value of Valuables shall not exceed one fourth of the total sum insured by this Section unless otherwise stated in the Schedule

#### 4. Wear and tear

- a. There will be no deduction for wear, tear and depreciation while setting claims for total loss or damage beyond economic repair except for:
  - i. Claims in respect of clothing household linen and pedal cycles
  - ii. Claims in respect of Electronic equipments, radio receivers, television sets, audio equipment, computers and carpets that are more than 5 years old
- b. Deduction for wear and tear will be applied on property not belonging to you unless you are contractually required to replace new for old.



## 5. Pair and Set Items

- a. We will pay the cost of replacing damaged items only if they are forming part of a matching pair or set of articles or suite of furniture. In case of damage to carpets, we shall bear the cost of damaged carpet only. We will not be liable for replacing carpets in other rooms that are not damaged.
- b. No special value will be attached for loss of or damage to an article which is one part of an insured pair and the amount payable under this policy shall be calculated as though the article had been separately insured at pro-rata of the value of the pair or set

## 6. Excess

We will apply only one excess in the event of a claim under more than one item arising out of the same occurrence at the same time

## 7. Change in Address

You have 15 days cover to inform us under this policy if you move to another address within the Geographical Limit. We may continue Takaful contract on payment of additional contribution if required, provided such new building is of concrete or brick construction and roof of incombustible materials.

## 8. Value exceeding single article limit

Proof of value will be required when making a claim for an item valued in excess of the Single Article Limit. We recommend that you retain copies of receipts, valuations, photographs, instruction booklets and guarantee cards to assist in the event of a claim.

## 9. Limit

In respect of any claim under Section 2(B.8 and or B.10) for which this Policy indemnifies you against your legal liability we may at any time pay you

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

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

### SECTION 3 -All Risks

#### COVER

The Company will indemnify the participant by payment, reinstatement, replacement or repair against loss of or damage to insured property belonging to the Participant or members of his family permanently residing with him occurring within the territorial limits stated in the policy schedule (and for the purposes of travel only elsewhere in the world subject to a maximum of 90 days) in any one period of Takaful contract by fire, theft or any accident or misfortune NOT hereinafter excluded

Provided the liability of the company under Section shall not exceed the sum insured stated in the schedule

Property Insured	Exclusions
<p><b>A. Personal Belongings, Valuables and Personal Equipments</b></p>	<p>This section does not cover</p> <ul style="list-style-type: none"> <li>a) The first BD 50 of each claim</li> <li>b) Property of dependant children residing and studying overseas in schools and universities</li> <li>c) Wear, tear, depreciation, the process of cleaning, dyeing repairing or restoring any article</li> <li>d) Action of light or atmospheric conditions, moth, vermin or any other gradually operating cause</li> <li>e) Sports equipments, musical equipments, photographic equipments while in use</li> <li>f) Skis (including sticks and bindings) watercraft, sub-aqua equipment, camping equipment and riding track</li> <li>g) Contact and corneal lenses and hearing aids</li> <li>h) Confiscation or detention by authorities</li> <li>i) Consequential loss</li> <li>j) Electrical or mechanical breakdown</li> <li>k) Loss or damage caused through willful act or with the connivance of the Participant</li> <li>l) Theft, from unattended road vehicle unless from a locked luggage boot concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle</li> <li>m) Loss or damage to property dispatched by sea, air, or courier under a bill of lading, airway bill or similar document</li> <li>n) Breakage of strings of any musical instrument</li> </ul>

	<ul style="list-style-type: none"> <li>o) Livestock and pets</li> <li>p) Mysterious disappearance and/or unexplained losses</li> <li>q) Items above Single Article limit unless specifically declared and insured hereby</li> <li>r) Theft of Pedal cycles unless securely locked or kept inside a locked building</li> <li>s) Loss or damage to accessories of pedal cycle unless caused by an accident.</li> </ul>
<p><b>B. Personal Money and Credit Cards</b></p> <p>Losses arising out of fraudulent use of Credit Cards by any unauthorized person following the loss or theft of any such card before notification to the company which issued the cards subject to the compliance of terms under which the card was issued</p> <p>The maximum liability of the Company under this sub-section (B) shall not exceed BD250</p>	<ul style="list-style-type: none"> <li>a. Shortages due to error or omission</li> <li>b. Depreciation in value</li> <li>c. Losses not reported to the police</li> <li>d. Loss of credit cards not reported to the card issuing company within 24 hours of discovery</li> <li>e. Losses incurred by dependant children residing and studying overseas in schools and universities</li> </ul>
<p><b>C. Loss of Personal Documents</b></p> <p>We will pay the cost of making a duplicate passport, driving license, work permit, residence permit, CPR if they are lost or damaged accidentally during the Period of Contract</p> <p>The liability of the Company under this sub-section (C) shall not exceed BD 100 per document subject to a maximum of BD300 any one occurrence</p>	<ul style="list-style-type: none"> <li>a. The first BD10 of each and every loss must be borne by you</li> <li>b. Renewal or extension costs of the lost or damaged document which the Participant would otherwise have had to bear if there had been no loss</li> <li>c. Losses incurred by dependant children residing and studying overseas in schools and universities</li> </ul>

## Special Conditions applicable to Section 3

### 1. Sum Insured

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

### 2. Claims Settlement

It is our option to indemnify you by replacement reinstatement repair or payment  
If we decide to replace the property payment will be limited to the cost of replacement by our preferred supplier

The total amount payable in respect of loss or damage arising out of one occurrence shall not exceed the sum(s) insured

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

### 3. Valuables

- a. No one item shall be deemed of greater value than the Single Article Limit unless insured as a separate item
- b. The total value of Valuables shall not exceed one fourth of the total sum insured by this Section unless otherwise stated in the Schedule

### 4. Wear and tear

- a. There will be no deduction for wear, tear and depreciation while settling claims for total loss or damage beyond economic repair except for:
  - i. Claims in respect of clothing household linen and pedal cycles
  - ii. Claims in respect of Electronic equipments, radio receivers, television sets, audio equipment, computers and carpets that are more than 5 years old
- b. Deduction for wear and tear will be applied on property not belonging to you unless you are contractually required to replace new for old.

### 5. Pair and Set Items

- a. We will pay the cost of replacing damaged items only if they form part of a matching pair or set of articles or suite of furniture. In case of damage to carpets, we shall bear the cost of damaged carpet only. We will not be liable for replacing carpets in other rooms that are not damaged.
- b. No special value will be attached for loss of or damage to an article which is one part of an insured pair and the amount payable under this policy shall be calculated as though the article had been separately insured at pro-rata of the value of the pair or set

**6. Excess**

We will apply only one excess in the event of a claim under more than one item arising out of the same occurrence at the same time

**7. Value exceeding single article limit**

Proof of value will be required when making a claim for an item valued in excess of the Single Article Limit. We recommend that you retain copies of receipts, valuations, photographs, instruction booklets and guarantee cards to assist in the event of a claim.

**SECTION 4 – Domestic Help Personal accident /Medical Expenses**

**COVER**

During the period of contract if the domestic help employed by the Participant and named in the Schedule -

- A. sustains accidental bodily injury
  - i. which independently of any other cause results in death or permanent disablement ,
  - ii. which necessitates repatriation to his /her home country in the event of his/her death or permanent total disablement
- B. incurs medical expenses in respect of accidental bodily injury or sickness,

The Company will pay in accordance with the Benefits and the Sum Insured as provided below:

Schedule of Benefits		Exclusions
<i>Sum Insured (S.I.)</i>		
<b>A. Personal Accident</b>	<b>BD 3000</b>	
Accidental bodily injury excluding sickness causing:	<b>% of S.I.</b>	This section does not cover any claim arising from any of the following: <ul style="list-style-type: none"> <li>a. Hazardous pursuits and occupations</li> <li>b. Motor cycling as driver or passenger</li> <li>c. Aviation except when traveling as a passenger</li> <li>d. Intoxicating liquor or drugs</li> <li>e. Self-inflicted injury or illness, suicide.</li> <li>f. Pre-existing sickness and/or physical or mental defects</li> <li>g. Persons above the age of 50 or below the age of 18</li> <li>h. 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</li> </ul>
Death occurring within 12 months	100%	
Permanent disablement occurring within 12 months		
i. Loss of both arms or both legs	100%	
ii. Loss of sight in both eyes	100%	
iii. Loss of one arm and one leg	100%	
iv. Any other injury causing permanent Total disablement	100%	
v. Loss of one arm or one leg	50%	
vi. Loss of hearing	50%	
vii. Loss of speech	50%	
viii. Loss of finger/toes	10%	
Provided that		
a) The complete and irrecoverable loss of use of any member or members specified shall be deemed to be loss of such member or members		
b) In the event of permanent disablement by physical loss or loss of use not specified above the percentage of compensation shall be assessed in proportion to the degree of disability as compared with cases specified above without		

<p>reference to the occupation of the employee covered.</p> <p>c) When more than one permanent disablement arises from one accident the percentages are added together but the maximum liability cannot exceed 100% of the Sum Insured</p> <p><b>Repatriation Expenses</b></p> <p>Necessarily and reasonably incurred for funeral expenses and/or in transporting the insured person back to his/her home country in the event of his/her death or permanent total disablement following an accidental bodily injury</p> <p><b>Sum Insured any one period of contract BD 500</b></p>	
<p><b>B. Medical expenses</b> Necessarily and reasonably incurred in respect of accidental bodily injury or sickness as an inpatient in a hospital</p> <p><b>Provided that</b> the maximum Sum Insured payable any one period of contract shall not exceed BD1000</p>	<ul style="list-style-type: none"> <li>i. Exclusions (a) to (h) applicable to subsection A above</li> <li>ii. Dental, Optical and maternity treatment</li> <li>iii. First BD5 for each and every visit.</li> </ul>

#### Special Condition applicable to Section 4

The company shall not be bound to notice or be affected by any notice of any trust charge or alienation relating to this Section but the receipt of the insured person or his legal personal representative(s) shall effectively discharge the Company

## 4. GENERAL EXCLUSIONS

We will not pay for:

### 4.1 War and terrorism

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently on in any other sequence to the loss:

- a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- b. Confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- c. Any act of terrorism. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

We will also not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a), b) and/or c) above

### 4.2 Radioactivity

- Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or consequential loss
- Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionizing, radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fission

- Any accident loss destruction or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

### 4.3 Sonic Bangs

Loss destruction or damage occasioned by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds



#### **4.4 Pollution or Contamination**

- a. Any loss arising from pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by
  - i. Pollution or contamination which itself results from a peril insured against
  - ii. Any peril insured against which itself results from a pollution or contamination
- b. Any liability in connection with disposed or dumped waste materials or substances

#### **4.5 Cyber risk**

Losses arising directly or indirectly from:

- a. the loss of, alteration or, or damage to, OR
- b. a reduction in the functionality, availability or operation of a complete system, hardware, programme, software, data information repository, microchip, integrated circuit or similar device in computer equipment

That result from the malicious or negligent transfer and any subsequent onward transfer (electronic or otherwise) of a computer programme that contains any malicious and/or damaging code, including but not limited to computer virus, worm, logic bomb, or Trojan horse and which can be identified as the cause of loss

#### **4.6 Nuclear, Biological and Chemical Contamination**

Loss or damage caused directly or indirectly by:

- a. The discharge, explosion or use of any device, weapon or material employing or involving nuclear fission nuclear fusion or radioactive force, directly or indirectly resulting in nuclear reaction or radiation, or
- b. radioactive contamination, or the use, release or escape of chemical, biological, radiological or similar agents,

whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto

#### **4.7 Willful Act**

Any willful or malicious act by the Participant or any member of his household or any persons covered

## 5. GENERAL CONDITIONS

### 5.1 Interpretation

The Schedule and the Sections form part of this Takaful Contract and reference to ‘this Takaful Contract’ anywhere in this contract shall be construed as including the Schedule, Sections Specifications or Endorsements attached to this contract. Any word or expression to which specific meaning has been given in any part of this contract shall bear that meaning wherever it appears

### 5.2 Duties of the Participant

The Participant and any other person to whom this Takaful Contract applies shall take all reasonable precautions to

- a. prevent accidents loss or damage
- b. maintain all property insured under this Policy in good condition
- c. Due observance of policy terms and conditions by Participant is a condition precedent to liability of the Company to make any payment

### 5.3 Claims

On the occurrence of any event likely to lead to a claim under this Policy, the Participant shall

- a. Notify the police immediately if any property is lost stolen or maliciously damaged
- b. Send a written notice to us without any delay and furnish all information and assistance which we may require
- c. Take all reasonable steps to recover any lost or stolen property and advise us without any delay if such property is recovered by you
- d. Forward all correspondence legal process or any other document to us without replying
- e. Abstain from discussing liability with any third party

### 5.4 Company’s Rights

- a. The Company shall be entitled to take over and conduct in name of the Participant or any other person to whom this Takaful Contract applies
  - i. the defense or settlement of any claim, or
  - ii. prosecution for the company’s own benefit any claim for indemnity or damages or otherwise
- b. We shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- c. No property may be abandoned to the Company

### **5.5 Fraud**

If the participant or any one acting his on behalf shall make any claim which is in any respect fraudulent or employ any fraudulent means including inflation or exaggeration of the claim or submit any forged or falsified documents to obtain any benefit the policy shall become void and all benefits under it shall be forfeited

### **5.6 Other Insurance**

We shall contribute or pay our rateable proportion only if any other insurance covering the same contingencies exist at the time of any claim under this contract.

### **5.7 Underinsurane**

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

### **5.8 Subrogation**

The claimant agrees to subrogate all rights or remedies to the Company for obtaining relief or indemnity from other parties, upon its paying or making good any destruction or damage under this contract, and shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing such rights or remedies, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

### **5.9 Cancellation**

The Company may cancel this Policy by sending 30 days' notice to your last known address and you shall be entitled to a return of contribution corresponding to the unexpired Period of Contract for which contribution has been paid subject to no claims under the policy prior to cancellation.

### **5.10 Changes in Circumstances**

It is important that you let us know immediately of any changes that affect what you have declared in the Proposal form. If the circumstances in which the insurance was entered into are materially altered without our written consent this Policy shall be voidable. Changes if any, will take place only after we have agreed and issued an endorsement to the policy.

### **5.11 Jurisdiction.**

This Contract applies only to judgements delivered by or obtained from a court of competent jurisdiction in member countries of the Gulf Cooperation Council

## 5.12 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 so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and Preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim Liability for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to the arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.**

### Takaful Principles and Conditions

- a. The principles and provisions of the Islamic Sharia shall be applicable to this takaful policy as decided by the Company's Sharia Board.
- b. A policyholder is considered joint liable with the remaining policyholders for compensating the losses suffered by any policyholder. The company shall compensate the policyholder out of the takaful funds for losses and damages sustained according to the terms and conditions set forth in this policy.
- c. A policyholder shall donate all or part of his contribution to pay for the losses suffered by any of the policyholders as per the cooperative or takaful principles.
- d. The Company shall manage the takaful operation for benefit of the policyholders and will charge a fee based on a percentage of Gross Annual Contribution which will be calculated at the end of the financial year. This percentage will be announced in advance before the beginning of the financial year and will be mentioned in every policy or in renewal notices.
- e. The Company shall invest policyholders' contributions collectively for the benefit of policyholders on a Mudaraba basis for a fee equal to a percentage of the realized profits calculated at the end of the financial year. This percentage fee will be announced in advance before the beginning of the financial year at the Company's offices and will be mentioned in every policy document or in renewal notices.
- f. The insurance surplus shall be calculated as follows:
  - a. In case the underwriting result of all the insurance branches together produces a loss then the result of all the branches will be treated as one fund and there will be no distribution of surplus for those branches that make a profit.
  - b. In case the underwriting result of all the insurance branches together produces a profit then this surplus will be distributed to the branches which produce a profit and in proportion to their contribution to the overall surplus.
- g. The Company shall distribute from the underwriting surplus to eligible policyholders as follows:
  - a. A policyholder will not have the right to receive any surplus from co-operative surplus, if he is compensated for damage sustained by him where the compensation is equivalent to or more than the contributions.
  - b. A policyholder will have the right to receive a part of his entitlement to the co-operative surplus or a pro-rated part after deducting the damages sustained if the compensation is less than the contributions.
- h. The Policyholder's financial position shall be deemed as one position in respect of each type of insurance with the Company.
- i. If the policyholder does not collect his share of surplus within a period of 5 years from the end of the financial year during which his policy expires that share of surplus shall be considered as a donation by the policyholder to a reserve takaful fund to protect the Policyholders' equity.
- j. No more than 50% of the surplus shall be deducted as a donation for the Takaful reserve provision to protect the policyholders' equity up to a maximum of the Company's capital. In case of the Company's liquidation, this provision will be used for charity as decided by the Sharia Board after settlement of all the policyholders' right.

## General Information

**(This section is advisory only and do not form part of the Policy wording)**

### Sum Insured

1. Sum insured must be adequate at the time of loss to avoid any reduction while settling the claim
2. Review the sum insured regularly to enjoy full protection
3. Remember to advise us of any revision in value of your property to adjust the sum insured accordingly
4. Let us know if the home is to be unoccupied for more than 45 days to consider extension of cover subject to revised terms and conditions

### Risk Management/Safety Tips

#### Fire

1. Protect your home and family by installing a smoke detector which senses the smoke from developing fires and sounds a loud warning alarm
2. Ensure regular checking/ maintenance of electrical points and LPG fittings.
3. Do not store gas cylinders/bottles inside the house
4. Keep children away from matches or fire
5. Avoid overloading electrical circuit

#### Burst pipes

1. Protect all exposed water pipes
2. Keep the mains closed when you are going away on a holiday, even if for a few days

#### Theft

1. Install good quality locks to your entrance doors and all accessible windows
2. Do not leave the keys at places that are easily accessible.
3. Avoid keeping large sums of money at home
4. Do not leave valuable property in unattended vehicles
5. Keep Photographs of valuables and purchase receipts of valuables which are helpful in the event of a claim

### Emergency Numbers:

#### In case of:

Fire, Ambulance, Police: Call: 999  
Home Assist: Call: 17 57 66 42