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## policy handbook / home comfort



**what you need to know**  
march 2009

# contents

section	page number
<b>1 introduction</b>	<b>2</b>
<b>2 definitions</b>	<b>3</b>
<b>3 covers</b>	<b>5</b>
▪ Section 1	contents 5
▪ Section 2	accidental damage to contents 10
▪ Section 3	personal belongings in and away from your home 11
▪ Section 4	buildings 13
▪ Section 5	accidental damage to buildings 16
▪ Section 6	domestic helpers 17
<b>4 special conditions</b>	<b>17</b>
<b>5 general exclusions</b>	<b>20</b>
<b>6 general conditions</b>	<b>22</b>
<b>7 general information</b>	<b>24</b>
<b>8 complaints procedure</b>	<b>26</b>

# 1 introduction

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

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

## On receipt of your Policy

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

The Schedule specifies the cover you have selected; it is your evidence of insurance and may be required in the event of a claim. If you decide that you do not wish to accept this Policy, return it within 14 days of receipt and, provided no claims have been made, we will refund the Premium less BHD/OMR 5 or AED/SAR 50 for administrative expenses.

## Operation of Cover

The Proposal made by you is the basis of and forms part of this contract. We will provide Insurance within the terms of this Policy for those Sections specified in the Schedule in respect of events occurring during the Period of

Insurance or any subsequent period for which you pay and we agree to accept a renewal premium.

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

## Keeping us informed

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

# 2 definitions

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

## Bodily Injury

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

## Buildings

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

## Contents

Household goods and personal effects (including Personal Money up to the 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) not being landlord's fixtures and fittings and interior decorations.

## Company/Insurer/We/Ours/Us

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

## Credit cards

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

## Excess

The amount you will have to pay towards any claim.

## Geographical Limits

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

## Home

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

## Insured/Insured person/you/your

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

## Personal Belongings

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

## Personal Money

Current legal tender, cheques, money orders, postal orders, current postage stamps (not being part of a collection), travelers cheques, travel tickets, luncheon vouchers, gift tokens and phone cards; all to an amount not exceeding BHD/OMR 250 or AED/SAR 2,500

## Portable Equipment

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

### Schedule

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

### Sum Insured

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

### Single Article Limit

BHD/OMR 500 or AED/SAR 5,000 unless another amount is shown in the Schedule.

### Unoccupied

Not lived in by you or by any other person with your permission for more than 45 consecutive days.

### Valuables

Stamp coin or medal collections curios pictures or other works of art rugs or carpets articles of gold silver or other precious metal jewellery or fur.

## 3 covers

### SECTION 1

#### Contents

##### Part A

#### Contents in your Home

We will provide cover for loss or damage to the Contents in your Home caused by:

1. Fire, explosion, lightning or Earthquake
2. Smoke  
*But not due to any gradually operating cause*
3. Storm and flood
4. Riot, civil commotion, strikes, labour disturbances  
*But not*
  - a. *Loss or damage to goods in freezers and/or refrigerators caused by failure of electricity as a direct or indirect consequence of a deliberate act by the supply authority and/or their employees*
  - b. *Loss or damage occurring while the Home has been left Unoccupied*
5. Malicious persons or vandals  
*But not*
  - a. *Malicious damage caused by your paying guests or tenants or residents*
  - b. *When you have failed to notify the police*
  - c. *Loss or damage occurring while the Home has been left Unoccupied*
6. Collision by vehicles or animals or aircraft or other aerial devices or

articles dropped from them

*But not*

*Loss or damage caused by domestic animals*

7.

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

*But not*

- a. *Loss or damage while the Home has been left Unoccupied*
- b. *Loss or damage to the component or appliance from which the water or oil escapes*
- c. *Cost of locating and rectifying the source of escape of water or oil*

8.

*Theft or attempted theft from the Home*

*But not*

- a. *Loss or damage caused by your paying guests or tenants or residents or domestic helpers*
- b. *When you have failed to notify the police*
- c. *Loss or damage occurring while your Home has been left Unoccupied*

9.

*Falling radio and television receiving aerials (including satellite dishes) their fittings and masts*

10.

*Damage caused by falling trees or branches*

*But not*

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

## Part B

### Contents Temporarily Removed

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

*But not*

- a . *Loss or damage by storm or flood to property not in a building*
- b . *Loss or damage while removed for sale or exhibition or to a furniture depository*

## Part C

### Contents in the Open

Loss of or damage to Contents not exceeding BHD/OMR 250 or AED/SAR 2,500 in total by any of the causes listed under Part A whilst in the open but within the boundaries of the land belonging to your Home

*But not*

- a . *Loss or damage by water, storm or flood*
- b . *Loss or damage occurring while the Home has been left Unoccupied*
- c . *Loss or damage to pedal cycles*

## Part D

### Theft of Keys

If keys to the locks of

- i . external doors of your Home
- i i. alarm systems or domestic safes fitted in your Home are stolen we will pay the cost of replacing locks or lock mechanisms up to BHD/OMR 100 or AED/SAR 1,000

## Part E

### Spoilage of Food in Deep Freezer

Loss or damage to food not exceeding BHD/OMR 250 or AED/SAR 2,500 in total contained in deep freezer unit(s) situated within your Home as a result of

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

*But not*

*Loss or damage caused by*

- a . *the power supply authority or its employees deliberately cutting off or reducing the supply*
- b . *is connecting or switching off the electricity supply whether accidental or otherwise at your Home*
- c . *your Home being Unoccupied*

## Part F

### Loss of Rent or Cost of Alternative Accommodation

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

- i . for your loss of rent or
- i i. any reasonable additional expenses necessarily incurred for your alternative accommodation during the period necessary to restore your Home to a habitable condition.

Such payment shall not exceed 20 % of the Contents Sum Insured.

## Part G

### Household Removals

Loss of or damage to Contents while in transit from one home to another including loading and unloading within the Geographical Limits provided that such removals are carried out by professional removal contractors.

*But not*

- d . *Damage arising from wear tear depreciation the action of light*
- e . *Damage due to atmospheric conditions moth vermin infestation damp rust wet or dry rot*
- f . *Any gradually operating cause the process of cleaning washing repairing or restoring a n y article electrical or mechanical breakdown consequential loss*
- g . *Money, coins\ jewellery, furs, articles of gold or platinum precious stones securities deeds of documents of any kind business books manuscripts*

- and stamps*
- h . *Damage during sea and/or air transits*

## Part H

### Fatal Injury Benefit

In the event of your death or of your spouse as a direct result of injury caused in your Home by fire explosion lightning or thieves we will pay in total the sum of BHD/OMR 5,000 or AED/SAR 50,000 provided death ensues within three months of such injury.

## Part I

### Visitor's Personal Effects

We will pay up to an amount of BHD/OMR 250 or AED/SAR 2,500 in total for loss or damage to your visitor's personal belongings (other than cash, currency, Valuables, documents) by any of the causes listed in Part A and happening in your Home.

## Part J

### Occupiers Personal and Employers Liability

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

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

Occurring during the Period of insurance within the Geographical Limits and in the remainder of the world in respect of temporary visits.

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

Our liability for damage claimant's costs and defense costs and expenses resulting from one original cause shall not exceed BHD/OMR 200,000 or AED/SAR 2,000,000

*But not any liability*

- a . *Arising directly or indirectly by through or in connection with*
  - i . *the ownership possession or use by you or on your behalf of any motorcycle or other mechanically propelled vehicle (other than motorized domestic gardening equipment used within the boundaries of the land belonging to your Home)*
    - i i . *aircraft*
    - i ii . *craft and vessels designed to be used on or in water*
    - i v . *the occupation of land or buildings (other than your Home or its grounds)*
    - v . *the ownership of land buiildings or immobile property*
      - v i . *any willful or malicious act*
      - v ii . *Human Immunodeficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused*

- b . *Assumed under any agreement unless such liability would have attached notwithstanding such agreement*
- c . *Arising directly or indirectly by through or in connection with the carrying on of any trade business or profession*
- d . *For loss of or damage to property belonging to you or held in trust by you or in your custody or control*
- e . *For any Bodily Injury contracted by you or your family members.*
- f . *For claims and losses based upon arising out of directly or indirectly resulting from or in consequences of or any way involving asbestos.*

## Part K

### Tenant's Liability

All sums up to BHD/OMR 10,000 or AED/SAR 100,000 or 25% of the sum insured under Contents (whichever is higher) for which you are legally responsible as tenant for,

- 1 . loss of or damage to the Home and landlords fixtures and fittings by any of the causes 1 to 8 inclusive listed under Section 4.
- 2 . accidental breakage of fixed glass forming part of the building including glass in solar panel units and fixed baths shower trays shower screens bidets wash basins splash backs pedestals sinks lavatory pans and cisterns.
- 3 . accidental damage by external means to
  - a . cables or underground pipes providing services to or from the building.
  - b . septic tanks and drain inspection covers.

*But not*

- a . *Loss or damage excluded under any of the causes 1 to 8 listed under Section 4.*
- b . *Loss or damage while your Home has been left unoccupied.*

### Contents we will not pay for under section 1

- 1 . Property insured by any other Policy.
- 2 . Securities and documents of any kind.
- 3 . Motorcycle or other mechanically propelled vehicles (other than motorized domestic gardening equipment) aircraft watercraft sail boards surf boards caravans trailers and portions parts and accessories of any of these.
- 4 . Goods used for business or professional purposes.
- 5 . Livestock and pets.

## SECTION 2

### Accidental Damage to Contents

This cover only applies when shown in your Schedule

We will provide cover for:

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

*But not*

- a. Damage to clothing, contact lenses, stamps, food in freezers and pedal cycles
- b. Damage by wear tear depreciation action of light atmospheric conditions or any gradually operating cause
- c. Damage arising from moth vermin infestation damp rust wet or dry rot
- d. Damage caused by any process of cleaning washing repairing or restoring any article
- e. Failures loss or damage NOT directly consequent upon or attributable to an accident including but not limited to electrical or mechanical break down
- f. Damage caused by incorrect polarity from a battery
- g. Damage to recording tapes discs or records
- h. Damage caused by domestic animals or birds
- i. Damage to glass oven doors or ceramic glass in cooker hobs
- j. Consequential loss

- k. Loss or damage whilst the Home is lent, let, sub-let in whole or in part
- l. Loss or damage specifically excluded elsewhere in Section 1 of this Policy.

## SECTION 3

### Personal Belongings in and away from your Home

#### Part A

### Personal Belongings, Valuables and Portable Equipment

This cover only applies when shown in your Schedule.

We will pay for your Personal Belongings, Valuables and Portable Equipment in the event of loss or damage by accidental means up to the sum insured shown in the Schedule while within the Geographical Limit and while temporarily elsewhere in the world for not more than 90 days in any Period of Insurance

*But not*

- a. Loss or damage caused by wear tear depreciation the process of cleaning washing repairing or restoring any article the action of light or atmospheric conditions moth vermin or any other gradually operating cause
- b. Damage to sports racquets sticks bats and clubs while in play
- c. Skis (including sticks and bindings) watercraft sub-aqua equipment camping equipment and riding track
- d. Contact and corneal lenses and hearing aids
- e. Confiscation or detention by customs or other officials
- f. Consequential loss
- g. Failure loss or damage NOT

*directly consequent upon or attributable to an accident including but not limited to electrical or mechanical breakdown*

- h. Loss or damage due to business or professional use in respect of musical instruments photographic and sporting equipment and accessories
- i. Loss or damage caused by your willful act
- j. Money, Credit Cards, securities, documents
- k. Theft from unattended road vehicle other than from a locked concealed luggage boot concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle
- l. Loss or damage to property dispatched by sea or air under a bill of lading airway bill or similar document
- m. Breakage of strings of any musical instrument
- n. Motorcycles and other mechanically or electrically propelled vehicles
- o. Livestock and pets
- p. In respect of Pedal Cycles only:
  - Loss or damage while being used for track racing or trade purposes
  - Theft unless in a building or securely locked to an immovable object
  - Loss of or damage to accessories unless caused by an accident to

the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time

- q. Valuables and Portable Equipment exceeding the Single Article Limit unless a list has been provided to us

## Part B

### Personal Money and Credit cards

This cover only applies when shown in your Schedule.

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

Credit Cards are insured only against any loss as a result of misuse by any unauthorized person following the loss or theft of any such card before the card company has received notification of the loss and provided that you comply with the terms under which the card was issued

*But not*

- a. Shortages due to error or omission
- b. Losses not reported to the police
- c. Loss of credit cards not reported to the card issuing company within 24 hours of discovery

The maximum we will pay during the Period of Insurance for this cover is BHD/OMR 250 or AED/SAR 2,500 unless another amount is shown in the Schedule.

## Part C

### Loss of Passport, Driving License, Work Permit, Residence Permit, Base Pass and Iqama

This cover only applies when shown in your Schedule

The Company will reimburse the cost of making a duplicate passport, driving license, work permit, residence permit, base pass and/or Iqama which is/are accidentally damaged 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.

The maximum amount which can be indemnified is BHD/OMR 100 or AED/SAR 1,000 per document subject to a maximum of BHD/OMR 300 or AED/SAR 3,000 for all documents during the Period of Insurance.

Provided always that:

- Reimbursement will be for the cost of making a similar duplicate, advertisement fees if required, fines and penalties if imposed and other out of pocket expenses for which bills must be produced.
- This Cover applies only to You, Your Spouse and 2 children normally residing with you.
- The first BHD/OMR 10 or AED/SAR 100 of each and every loss must be borne by you.
- We will not be responsible for the renewal or extension costs of the lost or damaged document which you would have had to bear if there had been no loss.

## SECTION 4

### Buildings

This cover only applies when shown in your Schedule.

### Part A

Property Insured

1. Building
2. Landlords furniture fixture and fittings

### Cover

We will provide cover for:

Loss of or damage to the buildings by the following causes:

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

*But not due to any gradually operating cause*
2. Storm and Flood
- But not*

  - a. Loss or damage caused by frost
  - b. Loss or damage to fences and gates
3.
  - i. Riot, civil commotion, strikes and labor disturbances
  - ii. Malicious persons or vandals

*But not*

  - a. loss or damage occurring while the Home has been left Unoccupied
  - b. Loss or damage caused by you, your paying guests or tenants or residents
4. Collision by
  - i. Aircraft or other aerial devices or articles dropped from them

ii. Vehicles or animals

*But not*

*Loss or damage caused by domestic animals*

5.

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

*But not*

- a. Loss or damage occurring while your Home has been left Unoccupied
  - b. Loss or damage to the component or appliance from which the water or oil escapes
  - c. Costs of locating and rectifying the source of escape of water or oil
6. Theft or attempted theft involving forcible and violent entry to or exit from the building.
- But not*
- a. Loss or damage occurring while your Home has been left Unoccupied
  - b. Loss or damage caused by you, your paying guest or tenants or residents
7. Falling radio and television receiving aerials (including satellite dishes) their fittings and masts.



8 . Falling trees or parts thereof  
When a claim is accepted, cover includes within the Building sum insured:

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

*But not*

- a. Fees for preparing any claim
- b. Any cost resulting from a notice served on you prior to the date of destruction or damage

## Part B

### Loss of Rent or Cost of Alternative Accommodation

If your Home is damaged and made uninhabitable by any cause listed under Part A of this Section we will pay any sum which you are liable to pay for ground rent for a period not exceeding two years.

We will also pay

- i. For your loss of rent or
- ii. Any reasonable additional expenses necessarily incurred for your alternative accommodation during the period necessary to restore your private dwelling to a habitable condition.

All such payments shall not exceed 20% of the Building sum insured.

## Part C

### Damage to Services

Accidental damage by external means to

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

All such payment shall not exceed 10% of the Building sum insured.

## Part D

### Breakage of fixed Glass and Sanitary Fixtures

Accidental breakage of fixed glass forming part of the Building including glass in solar panel units and fixed baths shower trays shower screens bidets wash basins splash backs pedestals sinks lavatory pans and cisterns (and their fixtures and fittings)

*But not*

*Breakage occurring while the Home has been left Unoccupied*

## Part E

### Your liability to the Public as Owner of Property

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

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

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

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

Our liability for damages and claimants costs and expenses resulting from one original cause shall not exceed BHD/ OMR 200,000 or AED/SAR 2,000,000

*But not*

- a. Liability as occupier of the Building
- b. Bodily injury to any person under a contract of service or apprenticeship with you

*when such injury arises out of or in the course of his/her employment by you*

- c. *Loss of or damage to property belonging to you or held in trust by you or in your custody or control*
- d. *Liability arising directly or indirectly by through or in connection with any mechanically propelled vehicle licensed for road use*
- e . *Liability assumed under any agreement unless such liability would have attached notwithstanding such agreement*
- f . *Liability arising in connection with your business or profession*

## SECTION 5

### Accidental Damage to Buildings

This cover only applies when shown in your Schedule

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

*But not*

- a. *Loss or damage while the Building has been left Unoccupied*
- b. *Damage arising from*
  - i. *Wear tear settlement or shrinkage mold vermin insects fungus atmospheric climatic or weather conditions or domestic animals or birds any gradually operating cause*
  - ii. *The use of defective materials defective design or faulty workmanship*
  - iii. *Any building work comprising alterations renovations additions and repairs to the Building*
  - iv. *Subsidence and/or heave and/or collapse of the Building and/or landslip*
- c. *The cost of maintenance or normal upkeep*
- d. *Any loss destruction or damage specially excluded elsewhere in Section 4 of this Policy*

## SECTION 6

### Domestic Helpers

This cover only applies when shown in your Schedule.

#### Cover

We will pay the sum(s) shown below in the event that a domestic helper employed by you and named in the Schedule sustains accidental Bodily Injury during the Period of Insurance

1. Death or Permanent Total Disablement  
BHD/OMR 3,000 or AED/SAR 30,000
2. Medical Expenses  
BHD/OMR 1,000 or AED/SAR 10,000
3. Repatriation Expenses  
BHD/OMR 500 or AED/SAR 5,000

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

*But not*

*For any claim arising from any of the following:*

- a. *Hazardous pursuits and occupations*
- b. *Intoxicating liquor or drugs*
- c. *Self inflicted injury or illness*
- d. *Persons above the age of 65 or below the age of 18 at the time of the incident*

## 4 special conditions

### CONTENTS AND PERSONAL BELONGINGS

(Sections 1, 2 & 3)

#### 1. Sum Insured

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

#### 2. Automatic Increase in Sum Insured

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

#### 3. Claims Settlement

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

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

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

#### Valuables

In respect of valuables

- a. No one item shall be deemed of greater value than the Valuables

Single Article Limit unless insured as a separate item.

- b. In respect of Sections 1 & 2, the total value of Valuables shall not exceed one third of the total sum insured by these Section unless otherwise stated in the Schedule.

#### Wear and tear

- a. In setting 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 and games recording and audio equipment computers and carpets all more than 5 years old.
- b. In respect of property not belonging to you or your domestic helper a deduction for wear tear and depreciation will be made unless you or they are legally responsible for the cost of replacement as new under the terms of an agreement.

#### Matching items

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

#### Excess

An amount of BHD/OMR 25 or AED/SAR 250 will be deducted from any claim under each of the Sections 1, 2 and 3 of the Policy unless a specific excess has been mentioned for any cover or in the Schedule.

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

#### 4. Change of Address

Subject to us being informed within 7 days after removal to another address within the Geographical Limit and payment of any additional premium required this Insurance shall continue to apply provided such new dwelling

is built of brick stone or concrete roofed with incombustible material is self-contained and not used for any business purpose.

#### 5. Any article exceeding single article limit

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

#### BUILDINGS

(Sections 4 and 5)

##### Sum Insured

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

##### Automatic increase in sum insured

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

##### Claims settlement

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

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

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

##### Excess

An amount of BHD/OMR 100 or AED/SAR 1,000 will be deducted from any claim under Sections 4 & 5 of the Policy.

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

##### Sale of home

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

See also General Conditions on pages 22 and 23.

## 5 general exclusions

We will not pay for:

### War and terrorism

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

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

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.

### Radioactivity

- a.
  - i. Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss.
  - ii. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fission.
- b. Any accident loss destruction or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### Sonic Bangs

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

### 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.

### Cyber risk

Losses arising directly or indirectly from:

- a. the loss of, alteration of, or damage to  
or
- b. a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data information repository, microchip, integrated circuit or similar device in computer equipment That results from the malicious or negligent transfer and any subsequent onward transfer (electronic or otherwise) of a computer programme that contains any malicious and/or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse and which can be identified as the cause of loss.

## 6 general conditions

### 1. Interpretation

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

### 2. Your duty to prevent loss or Damage

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

### 3. Claims

#### Your Duty

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

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

- d. Forward all correspondence legal process or any other document to us unanswered.
- e. Refrain from discussing liability with any third party.

#### Our rights

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

#### Limit

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

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

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

### 4. Fraud

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

### 5. Other insurance

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

### 6. Underinsurance

If on the happening of a claim the property at risk is of greater value than the sum Insured, the amount payable will be reduced in proportion.

### 7. Cancellation

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

### 8. Changes in Circumstances

If the circumstance in which the insurance was entered into are materially altered without our written consent this Policy shall be voidable.

### 9. Jurisdiction

This Policy applies only to judgments delivered by or obtained from a court of competent jurisdiction in member country of the Gulf Cooperation Council.

### 10. Arbitration

If any difference arises out of this Policy we shall immediately notify you in writing of your right to refer the difference to arbitration. Such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If we shall disclaim liability for any claim hereunder and such claim shall not within twenty four calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 11. Your Duty to Comply with Policy terms

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

## 7 general information

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

### Basis of Sum(s) insured

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

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

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

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

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

### Automatic increase in sum Insured

Building Contents and Personal Belongings sums insured can be made subject to this clause to provide a good measure of protection against inflation provided that your sum(s) insured are correct at the outset.

However in your own interest you should review these regularly.

Don't forget to tell us if your home is to be left unoccupied for more than 45 consecutive days for which an additional premium may be required if we agree to extend the unoccupancy period.

### Safety Precautions

#### Fire

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

#### Burst pipes

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

#### Theft

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

## 8 complaint procedure

AXA prides itself on excellence and our aim is to provide excellent service to customers, but we do realize that things can go wrong. All complaints received by AXA are taken seriously and our endeavor is to resolve issues addressed by our customers promptly. Any unresolved issues should be brought to our attention. All complaints will be recorded and analyzed by our complaint leaders who will revert to you

### What should you do?

Online

- 1 . Access [www.axa-gulf.com](http://www.axa-gulf.com)
2. Click on the contact us menu and then select complaints
3. Fill the complaint form (includes mandatory fields)
4. Submit the complaint

Post

Complaints Officer  
AXA Insurance (Gulf) BSC (c)  
P O Box 45, Manama  
Kingdom of Bahrain

Complaints Officer  
AXA Insurance (Gulf) BSC (c)  
P O Box 290, Dubai  
United Arab Emirates

Complaints Officer  
AXA Insurance (Saudi Arabia) BSC (c)  
P O Box 753, Riyadh 11421  
Saudi Arabia

### Details required

Please include the following details in your complaint

- Full Name
- Policy No. / Claim No.
- Telephone No. and/or e-mail ID
- Branch
- Product
- Summary of the complaint

### After you complain

- Receipt of your complaint will be acknowledged
- You will be contacted by an AXA Employee to help resolve the complaint