

HOME INSURANCE
TERMS AND CONDITIONS

Bahrain Kuwait
Insurance (BSC)

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HOME INSURANCE POLICY DOCUMENT

SECTION I - FIRE & SPECIAL PERILS INSURANCE

THE COMPANY AGREES (subject to the terms, definitions, exclusions, provisions and conditions contained herein or endorsed or otherwise expressed hereon which conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder), that if after the Insured has paid or undertaken to pay the first or any renewal Premium, the Property Insured described in the Schedule or any part of such property be lost, destroyed or damaged by any of the Perils covered in the Schedule at any time during the Period of Insurance the Company will pay to the Insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage or at its option will reinstate or replace such property or any part thereof

PROVIDED THAT - the liability of the Company shall in no case exceed

(i) in the whole the Total Sum Insured or in respect of any item its Sum Insured at the time of the loss, destruction or damage

DEFINITION: the word "DAMAGE" in capital letters, shall mean loss or destruction of or damage to the Property Insured at the Premises.

PERILS COVERED

A. FIRE, LIGHTNING, EXPLOSION

- i. FIRE (whether resulting from explosion or otherwise)
- ii. LIGHTNING
- iii. EXPLOSION
 - (a) of boilers
or
 - (b) of gas
used for domestic purposes only

B. EXPLOSION

excluding DAMAGE by and/or to boilers (other than boilers used for domestic purposes), economisers, or other vessels, machinery or apparatus in which pressure is used or to their contents resulting from their explosion.

C. AIRCRAFT

and other aerial devices and/or articles dropped therefrom excluding DAMAGE by pressure waves caused by aircraft or other aerial devices travelling at super sonic or sonic speeds.

D. EARTHQUAKE OR VOLCANIC ERUPTION,

including flood or overflow of the sea occasioned thereby.

E. STORM AND TEMPEST

excluding DAMAGE

- (i) to awnings, blinds, signs or other outdoor fixtures and fittings, gates and fences and movable property in the open

- (ii) to premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against storm or tempest.
- (iii) by water or rain other than by water or rain entering the building through openings made in its fabric, by the direct force of the storm or tempest
- (iv) as a result of doors, windows or roof lights being left open or in a defective condition

F. FLOOD

DAMAGE caused by the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or inundation from the sea.

Excluding DAMAGE

- (i) caused by subsidence or landslip
- (ii) to awnings, blinds, signs or other outdoor fixtures and fittings, gates and fences and moveable property in the open
- (iii) to premises in course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against storm or tempest
- (iv) as a result of doors or windows being left open
- (v) caused as a result of inability of gutters, pipes, downpipes and apparatus to convey rain water off and out of the building
- (vi) solely attributable to change in water table levels

G. ESCAPE OF WATER FROM ANY TANK, APPARATUS OR PIPES

Excluding

- (i) DAMAGE by water discharged or leaking from an installation of automatic sprinklers
- (ii) DAMAGE in respect of any building which is empty or left unoccupied for more than 30 days consecutively
- (iii) DAMAGE to the component or appliances from which the water escapes
- (iv) Loss or damage arising out of or in relation to leakage of water through defective roof or due to defective pipe, resulting from its wear and tear/corrosion and improper maintenance, within the insured premises.
- (v) Costs of locating and rectifying the source of escape of water

H. IMPACT BY ANY ROAD VEHICLE OR ANIMAL

Excluding

DAMAGE by any road vehicle or animal belonging to or under the control of the Insured or any occupier of the premises or their respective employees.

I. THEFT

Loss and/or damage by Theft upto a limit not exceeding the total sum insured in respect of contents during the period of cover consequent upon actual forcible and violent entry into and/or exit from the premises wherein the property described in the schedule is stated to be situate.

DEDUCTIBLE:

The Deductible applies to each and every loss at each separate location as ascertained after the application of Claims Condition No.6 – Average (Underinsurance).

COVER ALSO INCLUDES:**(i) COST OF ALTERNATIVE ACCOMMODATION OR LOSS OF RENT**

It is understood and agreed that the Company shall only be liable for payment of rent for alternative accommodation or rent receivable in the event of the building mentioned in the Schedule is destroyed or so damaged as to be untenable due to an insured peril and provided the building was in occupation at the time of such destruction or damage.

The Company's liability under this Clause shall in no case exceed the sums stated in the Policy Schedule against 'Loss of Rent' or 5% of the total sum insured under section 1.

(ii) REMOVAL OF DEBRIS

The costs and expenses necessarily incurred by the Insured with the consent of the Insurers in respect of:

- (a) Removing debris,
- (b) Dismantling and/or demolishing,
- (c) Shoring up or propping

of the portion or portions of the property insured DAMAGED by fire or by any other peril hereby insured against.

The liability of the company under this clause shall in no case exceed 5% of the Building sum insured mentioned under Section 1 in the schedule of the policy.

(iii) HOME ASSIST EMERGENCY SERVICES

The Company will provide home assistance emergency services to secure the dwelling in respect of events occurring during the Period of Insurance.

The Company will Endeavour to arrange for the emergency services, subject to limitations, conditions and exclusions as described in Annexure 1 below.

EXCLUSIONS APPLICABLE TO SECTION I

This Policy does not cover DAMAGE:

- (a) to any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by overrunning, excessive pressure, short circuiting, self heating, arcing or leakage of electricity arising from whatever cause (lightning included).

PROVIDED that this Exclusion shall only apply to the particular machine, apparatus, or portion of the electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

- (b) caused by pollution or contamination except (unless other wise excluded) DAMAGE to the Property Insured caused by

- (i) pollution or contamination which itself results from a Peril hereby insured against
- (ii) any Peril hereby insured against which itself results from pollution or contamination

This Insurance also excludes any liability in connection with disposed or dumped wasted materials or substances.

- (c) Goods held in trust or on commission including under custody, control and care as part of any contractual obligation of the Insured bullion or unset precious stones, money (coined or paper), cheques, securities, obligations, stamps, documents, manuscripts business books, computer systems records, patterns, models, moulds, plans, drawing or designs, explosives, unless specifically mentioned as insured by this Policy.
- (d) DAMAGE of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

SECTION II- DOMESTIC HELPERS PERSONAL ACCIDENT COVER

Insurance provided is hereby amended to include ‘Personal Accident’ cover for named Domestic Helpers of the Insured residing with him/her in the Kingdom of Bahrain.

The Company will pay to the Insured if during the period of insurance the Insured Person/s shall sustain bodily injury caused by violent accidental external and visible means resulting directly and independently of any other cause within twelve calendar months in death or permanent disablement or expenses, the amount of compensation as stated in the Scale of Benefits attached hereto subject to the terms, conditions, exclusions and provisos of the policy.

DEFINITIONS APPLICABLE TO SECTION II

Insured	The Employer in whose name the policy has been issued.
Insured Person	Domestic Helper
Benefit	Amount that becomes payable under Section II of the policy as per the “Scale of Benefits”.
Bodily Injury	Death or permanent disablement by violent accidental external and visible means.

PROVISIONS APPLICABLE TO SECTION II

1. In respect of bodily injury sustained by any Insured Person compensation shall not be payable under more than one of benefits A and B inclusive in the Scale of Benefits in respect of the same accident. No liability to make any further payment under this policy shall attach to the company after a claim under one of the benefits A or B has been admitted and becomes payable.
2. If an Insured Person disappears, the death benefit will not become payable unless sufficient evidence is produced to show that on the balance of probabilities such person has died as a result of bodily injury. If the Company pays the death benefit and at any time subsequently the Insured Person is found to be living the amount already paid must be repaid to the Company.

EXCLUSIONS APPLICABLE TO SECTION II

The Company will not pay in respect of any bodily injury of Domestic Helper if the bodily injury:

1. Arises from the Insured Person taking part in
 - racing (other than on foot or while swimming)
 - professional sports
 - winter sports
 - mountaineering or rock-climbing using ropes or guides
 - pot-holing

- hunting
 - gliding
 - parachuting
 - bungee jumping
 - and such other hazardous sports
2. Arises from pregnancy, childbirth, miscarriages or abortion.
 3. Arises from suicide or attempt thereat or intentional self injury or willful exposure to danger
 4. Consequent upon the effect or influence of alcohol or drugs.
 5. Consists solely of illness, disease or disorder.
 6. Arises from mental or physical defect or infirmities known to the Insured Person at the commencement of the insurance or at the time of renewal.
 7. Is sustained after the Insured Person attains the age of 65.
 8. Arises from taking part in a criminal act.

SCALE OF BENEFITS APPLICABLE TO SECTION II

	Capital Sum Insured	BD 2,000/- (per Insured Person)
ITEM	DESCRIPTION	% of Capital Sum Insured
A.	Death due to accident	100%
B.	Permanent Disablement or permanent loss of use due to accident:	
	Total and irremediable blindness in both eyes	100%
	Total and irremediable blindness in one eye and loss of one hand or one foot	100%
	Total and irremediable blindness in one eye	50%
	Loss of both hands or feet or one hand and one Foot	100%
	Loss of one hand or one foot	50%
	Loss of hearing or speech	50%
	Loss of arm at shoulder	75%
	Loss of arm below shoulder	65%
	Loss of leg at hip	75%
	Loss of leg below hip	65%
C.	Medical Expenses arising out of any bodily injury resulting in death or in permanent disability to the Insured Person subject to an annual limit per person of	BD 200/-
D.	Actual cost of repatriation of the mortal remains of the Insured Person following accidental death from place of death to the Insured Person's place of permanent residence, subject to a limit per person of	BD 500/-

GENERAL EXCLUSIONS APPLICABLE TO SECTION I & II

This Policy does not cover

1. Property DAMAGE or Bodily Injury**(a) Occasioned by or through or in consequence directly or indirectly**

- (i) of malicious act or acts of sabotage by any person or persons known or unknown. For the purpose of the exclusion “malicious Act” or “Sabotage” shall mean any loss or damage which is deliberately caused by a person or persons known or unknown.
- (ii) of acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization

For the purpose of this Exclusion “terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear or activities directed to the overthrow of the Government de jure or de facto or the influencing of it by such acts of terrorism
- (iii) riot, civil commotion, strikers or locked-out workers
- (iv) War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war
- (v) mutiny, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

(b) resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- (i) any nuclear weapons material
- (ii) ionizing radiations or contamination by radioactivity from any nuclear fuel or 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.
- (iii) any chemical, biological or biochemical weapon.

2. Consequential loss or damage of any kind or description except those specified in the Schedule of the Policy.

CLAIMS CONDITIONS APPLICABLE TO SECTIONS I & II**1. Action by the Insured:**

If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall

- (a) immediately
 - (i) take steps to minimise the loss or damage and recover any missing property
 - (ii) give notice in writing to the Company as soon as practicable but in any case within 30 days of loss occurrence, deliver to the Company

In respect of Property Damage

- (i) a claim in writing for the DAMAGE containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of DAMAGE thereto respectively having regard to their value at the time of the DAMAGE.
- (ii) particulars of all other insurance if any.

The Insured shall at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the DAMAGE and the circumstances under which the DAMAGE occurred, and any matter touching the liability or the amount of liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and any matters connected therewith.

In respect of Personal Accident

- (i) A claim in writing together with full details of both the accidents and of the injury
- (ii) In connection with any claim an Insured Person may be required to undergo medical examination at the expense of the Company. Benefit will not be payable in respect of any claim where the Insured Person fails to undergo such medical examination.
- (iii) In connection with any claim a representative of the Company shall be allowed to visit the Insured Person at any reasonable time. Benefit will not be payable for any claim if the Insured Person fails to co-operate in this respect.
- (iv) A certificate from the Bahrain Medical Commission is to be submitted to the Company in respect of claim for disability benefits. The maximum benefit payable will be as per the disability scale mentioned in the scale of benefits under section II of this policy.

2. Forfeiture:

- (a) All benefit under the Policy shall be forfeited if any claim made is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain benefit under this Policy or if any DAMAGE, Death or Personal Injury is caused by the willful act or with the connivance of the Insured.
- (b) Benefit under the Policy shall also be forfeited in respect of any claim
 - (i) made and rejected if an action or suit be not commenced within twelve months after such rejection,
 - (ii) where arbitration takes place in pursuance of Claims Condition 9 of this Policy and an action or suit be not commenced within twelve months after the arbitrator or arbitrators or umpire shall have made their award.

3. Basis of Loss Settlement in respect of Property Damage Claims:

- (a) The Insured is required to keep all books of accounts, business records and the like accurately and in such a manner that the true extent of any loss can be established in accordance with the basis of settlement detailed below.
- (b) Unless otherwise specifically stated in the Policy, Claims under the Policy will be settled in

accordance with the Operative Clause and Claims Condition No.4 of the Policy and, claim payments will be calculated taking into account the actual value of the Property Insured at the time of the DAMAGE subject to deductions for betterment (if any), slow, non-moving, obsolete or unsaleable stocks in accordance with International Accounting Standards IAS 2 “Valuation and presentation of inventories in the context of the historical cost system” or any revisions thereof.

Provided that the amount payable under the Policy shall not exceed any individual item(s) Sum(s) Insured or in all the Total Sum Insured under the Policy.

- (c) When any property insured under this Policy is damaged or destroyed in part only, the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- (d) No payment beyond the amount which would have been payable under the Policy shall be made until the cost of reinstatement shall have been actually incurred.

4. Reinstatement Memorandum Applicable to Section I

It is hereby declared and agreed that in the event of the property insured under the within Policy being destroyed or damaged the basis upon which the amount payable there under is to be calculated shall be the reinstatement of the property destroyed or damaged, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this endorsement “Reinstatement” shall mean:

The carrying out of the after mentioned work, namely,

- (a) Where property is destroyed, the rebuilding of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- (b) Where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better than or more extensive than its condition when new.

Special Provisions

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurers not being thereby increased) must be commenced and carried out with reasonable dispatch; otherwise no payment beyond the amount which would have been payable under the Policy if this endorsement had not been incorporated therein shall be made.
2. It is a condition of this Policy that any individual sum(s) insured and/or the Total Sum Insured must equal the total REINSTATEMENT value(s) of the property at risk.
3. Each item insured under this Policy is declared to be separately subject to the following Condition of Average, namely,

If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of

any destruction of or damage to such property by any other peril hereby insured against, then the Insured shall be considered as being their own Insurers for the excess and shall bear a rateable proportion of the loss accordingly.

4. No payment beyond the amount which would have been payable under the Policy if this endorsement had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.

5. Rights of the Company following a claim:

On the happening of DAMAGE in respect of which a claim is made the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Company's rights under this Policy,

- (a) enter, take or keep possession of the premises where such DAMAGE has occurred
- (b) take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner.

No Property may be abandoned to the Company whether taken possession of by the Company or not.

6. Average (Underinsurance):

If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction or damage to such property by any other perils hereby insured against, then the Insured shall be considered as being their own Insurers for the excess and shall bear a rateable proportion of the loss accordingly. Each item insured under this Policy is declared to be separately subject to the Condition of Average.

7. Contribution:

If at the time of any DAMAGE there be any other insurance effected by or on behalf of the Insured covering any of the Property Insured lost, destroyed or damaged, the liability of the Company hereunder shall be limited to its rateable proportion of such DAMAGE.

If any such insurance is expressed to cover any of the Property Insured, but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the destruction or damage, the liability of the Company hereunder shall be limited to such proportion of the destruction or damage as the Sum Insured hereby bears to the value of the property.

8. Subrogation

Any claimant under this Policy 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 any rights or remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying or making good any destruction or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

9. Arbitration

If any difference shall arise as to the amount to be paid under this Policy 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. The said two arbitrators shall, following their appointment and before commencing their proceedings, nominate a third arbitrator who shall act as an umpire to resolve the matters on which they disagree. If either party fails to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be entitled to apply with the Summary Court Judge for the appointment of the Arbitrator. Where the two arbitrators do not agree on the nomination of the third arbitrator to act as an umpire, the Summary Court Judge shall appoint such arbitrator upon the request of either party. The costs of the reference and of the award shall be in the discretion of the arbitrator, or arbitrators or umpire making the award. It is hereby expressly stipulated and declared that in the event of any disagreement between the Company and the Insured as to the amount to be paid under this Policy, the Insured shall not bring any legal action against the Company in accordance with this Policy except after completing the determination and the assessment of the amount of the loss or damage by the arbitrator, arbitrators, or umpire in the manner hereinabove detailed. The Arbitration proceedings shall take place in Bahrain and be subject to Section (7) and thereafter of the Civil and Commercial Procedures Act as enacted by Legislative Decree No. (1) of 1971 and its Amendments.

GENERAL CONDITIONS

1. Identification

This Policy and the Schedule and Specification (which form an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule or Specification shall bear such specific meanings wherever they may appear.

2. Policy Voidable

This Policy shall be voidable by the Company in the event of misrepresentation, mis-description or non-disclosure in any material particular by the Insured.

3. Alterations and Removals

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured before the occurrence of any DAMAGE, has obtained the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company:

- (a) if the trade or manufacture carried on is altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the Property Insured is changed in such a way as to increase the risk of DAMAGE by any of the perils insured;
- (b) if any of the buildings insured or containing the Property Insured become unoccupied and so remain for a period of more than 30 days;
- (c) if the Property Insured is removed to any building or place other than that in which it is herein stated to be insured;
- (d) if the interest in the Property Insured passes from the Insured otherwise than by will or operation of Law.

4. Cancellation

This Policy may be terminated at any time at the request of the Insured in writing in which case the Company will retain the customary short period rate for the time the Policy has been in force. This Policy may also be terminated at any time at the option of the Company, on seven days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the Premium for the unexpired term from the date of the cancellation.

5. Fall or Displacement of Building

All insurance under this Policy

- (i) on any building or part of any building
- (ii) on any property contained in any building
- (iii) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building

shall cease immediately upon, any fall or displacement

- (a) of such building or of any part thereof,
- (b) of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

6. Reasonable Precautions

The Insured shall maintain the Property Insured in a proper state of repair and shall take all reasonable precautions to prevent DAMAGE thereto.

7. Jurisdiction

The Policy applies only to judgments delivered by or obtained from a Court of Competent Jurisdiction in Bahrain.

ANNEXURE 1

HOME ASSIST EMERGENCY SERVICES

1. COVERAGE

1.1 PLUMBING

1.1.1 In the event of breakage of piping, leaks from sanitary fittings, fixed water installations within the domestic dwelling, the Company will send, a Plumber, who will carry out the Emergency Repair necessary to secure the dwelling against further loss or damage, when the condition of such installations permit such repair.

1.1.2 The Company will take charge of the call-out (worker transportation costs), materials and labor up to a limit of 70 BHD for each incident, with a maximum of three incidents in any one year while the policy is in force.

In the event the expenses exceed the maximum allowable, the difference will be borne by the Insured.

Overall, the plumber will give an estimate of the repairing directly to the Insured and by telephone to the Company.

1.1.3 Exceptions

- A) The Repair of damage of any other element not related to piping, sanitary fittings or faucets or other installations within the domestic dwelling.
- B) The Repair of damage arising from leaking or dampness even because of breakage or damage of the piping or other installations.
- C) The repair or replacement of sanitary equipment, boilers, heaters, air conditioning installations or any other home electrical appliance connected to water pipes.
- D) Blocked water pipes repairs.

1.2 ELECTRICITY

1.2.1 In the event of a failure of electrical supply within the insured domestic dwelling, as a result of a fault or damage to the internal electrical installations, the Company will send an electrician who will carry out the Emergency Repair necessary to secure the dwelling against further loss or damage and restore the energy supply, when the condition of such installations permit such repair.

1.2.2 The Company will take charge of the call-out, labor and material costs that are necessary for the Emergency Repair. The Company's responsibility for each event and for the whole year has already been indicated in clause 1.1.2 above.

1.2.3 Exceptions

- A) Free standing electrical installations, such as lamps, bulbs or fluorescent lamps.
- B) The repair of damage in heaters, home electrical appliances or any other appliances working with electric supplies.

1.3 LOCKSMITH

1.3.1 In the event of the insured domestic dwelling being rendered insecure or if it is impossible to gain entry due to loss or theft of keys or damage to locks as a consequence of theft or any accidental cause, the Company will send a Locksmith, who will carry out the Emergency Repair necessary to secure the dwelling against further loss or damage when the condition of such installations permit such repair.

1.3.2 The Company will take charge of the call-out, labor and material costs that are necessary for the Emergency Repair. The Company's responsibility for each event and for the whole year has already been indicated in clause 1.1.2 above.

1.4 GLASS WORK (Glazing)

1.4.1 In the event of damage of glass doors or windows, belonging to the window structure of the dwelling, the Company will send a Glazier (glass worker) who will carry out the Emergency Repair necessary to secure the dwelling against further loss or damage / who will restore the element subjected to the damage.

1.4.2 The Company will take charge of the call-out, labor and material costs that are necessary for the Emergency Repair. The Company's responsibility for each event and for the whole year has already been indicated in clause 1.1.2 above.

2. EMERGENCY

The term "emergency" is related to the need of repairing the damage immediately and subjected to the following standards:

2.1 PLUMBING

Damages of house fixed plumbing /fitting, producing damages to the insured property or third persons / parties. The community property or third parties' plumbing, will not be considered relevant to housing, although they may be located in the insured premises.

2.2 ELECTRICITY

Lack of electric supply in some of the dwelling installation phases, whenever the origin of the damage is located within the domestic dwelling.

2.3 LOCKSMITH TRADE

Any risk impeding the Insured's access to the building, necessitating the intervention of a Locksmith or emergency services, by no other alternative route.

2.4 GLASS WORK

Breaking of windows or any other vertical crystal surface belonging to the window structure, as long as the breakage results in lack of protection from environmental effects or any third party hostile action.

3. EXCEPTIONS APPLICABLE TO "HOME ASSIST EMERGENCY SERVICE"

Besides the specific exceptions mentioned in clause I of this annexure, this Insurance does not cover losses directly or indirectly resulting from or consequent upon:

3.1 Damages caused deliberately by the Insured.

3.2 Damages as a result of acts of God, directly or indirectly of war, civil war, armed conflict, insurrection, revolt, rebellion, riot, strike, civil commotion and any other eventuality which affects the security of the State or Public Order.

3.3 Arising as a consequence of earthquake, volcano eruption, floods or any other environmental events.

3.4 Expenses incurred by the Insured without the Company's prior approval or consent.

4. PROCEDURE FOR THE ARRANGEMENT OF SERVICES

The emergency services will be rendered by professional companies or suppliers (Tradesman) designated by the Company.

The Company is not liable for failure on the part of service provider to perform the designated service as a result of any cause whatsoever, which is beyond our reasonable control or if as a result of unforeseeable situations or environmental events, the Company's service providers, professionals or suppliers offices are totally occupied or are not able to provide the services due to any reasons beyond their control.

However, in such cases, the Company will be obliged to compensate the expenses incurred by the Insured with the Company's prior consent up to the maximum sum (for each event as stated in Clause 1).

5. HOUSING

The term of insured dwelling is related to the building where the Insured lives permanently or temporarily. This address will appear in the particular coverage.

Within the term "housing," new buildings, additional rooms or installations placed in the area in which the dwelling is placed are included.

6. PROCEDURE

The emergency services may be commissioned by telephone 24 hours a day, 365 days a year. The Company will provide an immediate solution to the Emergency and Connection services. The trained Operator will ask the Insured some details such as full name and address, policy number and telephone number, as well as claim details.

The phone call will be considered as a notification of the claim, in which the Insured authorizes the Company to register the call on the computer (talk sheets), in order to record the requested service and its follow-up.

Assist Line: 17576642

IMPORTANT NOTE

The Company's responsibility under this annexure is limited to provision of Emergency Services as described above. The coverage does not include the replacement of any part/parts or the whole of the defective/damaged part.

IMPORTANT NOTE:

The coverage mentioned below is not necessarily included in your policy. Subject to payment of additional premium, you may purchase the following coverage.

Please refer to your policy schedule, which states whether you are entitled for the same.

RIOTS AND/OR STRIKES AND/OR CIVIL COMMOTIONS AND/OR MALICIOUS DAMAGE INSURANCE**TERRORIST WORDING****1. INSURING CLAUSE**

Subject to the terms, clauses and conditions contained herein the Company agrees to indemnify the Insured against direct physical loss of or damage to the interests insured caused by or arising from Riots and/or Strikes and/or Civil Commotions including fire damage and loss by looting following Riots and/or Strikes and/or Civil Commotions and/or Malicious Damage as described herein.

For the purpose of this Policy:

- (A) Riot and Strike and Civil Commotion damage shall include but not be limited to loss directly caused by:
 - (a) Any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbance; or
 - (b) Any wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such act is committed in the course of a disturbance of the public peace; or
 - (c) Any act of any lawfully constituted authority for the purpose of suppressing or minimizing the consequences of any existing disturbance of the public peace, or for the purpose of preventing any such act as is referred to in (b) above or minimizing the consequences thereof;
- (B) Malicious Damage shall mean all Physical Loss or Damage resulting directly from a malicious act caused by anyone whether or not the aforesaid act is committed during a disturbance of the public peace and shall include loss caused by sabotage and acts committed by any or all persons who are member(s) of an organization whose aim is or includes the over-throwing of any legal or defacto Government by terrorism or violence.

2. EXCLUSIONS

This policy does not cover:

- (A) Loss or damage caused by or arising out of burglary, house-breaking, theft for larceny or caused by any person taking part therein.
- (B) Loss or damage caused by or resulting from confiscation, requisition, detention or legal or illegal occupation of property insured or of any premises, vehicle or thing containing the same.

- (C) Loss or damage caused by or resulting from an act or incident which occurs or is committed whether directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war, or seizure of power arising from a military conspiracy.
- (D) Loss or damage directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or other radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (E) Loss resulting from total or partial cessation or interruption of work.

3. CONDITIONS

- (A) In any claim and in any action, suit or other proceeding to enforce a claim, for loss under this Policy the burden of proving that the loss does not fall within Exclusion (C) above set out shall be upon the Insured.
- (B) This Policy does not cover any loss which at the time of the happening of such loss is insured by or would, but for the existence of this Policy be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected.
- (C) The Insured shall, at the request and expense of the Company, take all steps that may be necessary to protect the interests of the Company.
- (D) If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.
- (E) If the total value of all property covered by this Insurance shall at the time of any loss be greater than the Sum Insured set out in the Schedule the Insured shall be entitled to recover hereunder only such proportion of loss as the said Sum Insured bears to the said total value.

4. CANCELLATION

This extension of cover may be cancelled by or on behalf of the Company by 30 days notice given in writing to the Insured at his last known address and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.

Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.

This extension of cover may not be cancelled by/or on behalf of the Insured unless specially agreed by the Company.

All other terms and conditions of the Policy and endorsements thereon remain unaltered.

