

BEITY HOME INSURANCE

Terms and conditions

SECTION 1 – (PROPERTY - 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 COVER

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 rainwater 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

This covers 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.

Extensions

(i) JEWELLERY COVER

This extension covers Loss and/or damage of jewellery, whilst at the premises named in the Schedule, only when the jewellery is kept in a locked safe.

The weight of Safe should be 80 kg or above otherwise should be bolted to the floor/wall.

The Company's liability under this Extension shall in no case exceed the Limit stated in the Annexure to policy schedule for the jewellery cover.

Excluding loss or damage due to the following:

- 1) Riot, Strike, Malicious Damage, Sabotage & Terrorism Cover.
- 2) Mysterious, unexplained disappearance.
- 3) Excluding Theft unless followed by violent &/or forceful entry or exit into the insured premises.

(ii). FOOD IN FREEZER OR IN REFRIGERATOR

This extension covers the Insured against damage to or deterioration of the eatables in freezers due to temperature variations resulting from mechanical breakdown/accidental power failure subject to maximum Limit as mentioned in the Annexure to Schedule

Exceptions

1. This extension does not cover damage to or deterioration of the eatables stored in the freezer/refrigerator
 - (a) unless the duration of power failure continuously exceeds 6 hours.
 - (b) Arising from the imposition of abnormal conditions directly or indirectly resulting from intentional overloading or experiments; excessive storage and any deterioration of eatables as a result of non-compliance of original equipment manufacturers' guidelines.

(iii) ACCIDENTAL BREAKAGE OF ELECTRONIC ITEMS

This extension covers accidental, unforeseen and sudden physical loss or damage to TV excluding any other electrical/electronic item.

Exclusion:

- a. Second-hand items
- b. Items older than 3 years

The Company's liability under this Extension shall in no case exceed the Limit stated in the Annexure to policy schedule.

(iv) MECHANICAL BREAKDOWN OF REFRIGERATOR, FREEZER AND AIR CONDITIONER

This extension covers physical loss or damage to refrigerators, freezers, Air Conditioners only, as a result of mechanical breakdown as per the terms and conditions mentioned below:

Exclusions

1. This extension does not cover damage to the Insured Property directly or indirectly caused by or contributed to or arising from:

- (a) the imposition of abnormal conditions directly or indirectly resulting from intentional overloading or experiments; excessive storage and any deterioration of eatables as a result of non-compliance of original equipment manufacturers' guidelines.
- (b) faults or defects known to the Insured or any of his authorized persons ~~employees~~ at the time the contract was arranged and not disclosed to the Insurers;
- (c) faulty packing or storage or inherent defects ~~or disease~~;
- (d) any parts subject to normal wear and tear such as flexible pipes joining and packing materials, filters, ropes, belts, straps and brushes, also the cost of replenishment of refrigerant due to leakage;
- (e) repair or replacement necessitated by wear, corrosion, erosion deposits of scale sludge or other sediment or any other direct consequences of progressive or continuous influences from working or atmospheric or chemical action; rust or scratching of painted or polished surfaces but other damage resulting from such causes is damage to machinery within the terms of this extension.

The Company's liability under this Extension shall in no case exceed the Limit stated in the Annexure to policy schedule.

(v) ALTERNATIVE ACCOMMODATION OR LOSS OF RENT

This extension provides cover as below:

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 Extension shall in no case exceed the Limit stated in the Annexure to Policy Schedule against 'Loss of Rent'

(VI) 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 the Limit stated in the Annexure to Policy schedule.

(vii) HOME ASSIST EMERGENCY SERVICES

This extension provides 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 below.

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 LOCK SMITH

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.

(VIII) RIOT, STRIKE, MALICIOUS DAMAGE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this Policy shall cover loss or damage due to strike, riot, civil commotion and Malicious Damage which shall mean loss of or damage to the property insured directly caused by

- i. the act of any person taking part together with other in any disturbances of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the Special Conditions hereon,
- ii. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
- iii. the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out,
- iv. MALICIOUS DAMAGE shall mean loss of or damage to the property insured directly caused by any malicious act of any person whether or not such act is committed in the course of a disturbance of the public peace, but shall not include any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or caused by any person taking part therein.
- v. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that it is hereby further expressly agreed and declared that:

1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following Special Conditions and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,
2. the following Special Conditions shall apply only to the insurance granted by this extension and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.
3. Limit of Indemnity and deductibles applicable for this Endorsement: as stated in the Policy Schedule

Special Conditions

1. This insurance does not cover
 - a. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation,
 - b. loss of earnings, loss by delay, loss of market or consequential or indirect loss of any kind or description whatsoever,
 - c. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,

- d. loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- e. looting or pillage or theft or burglary in connection with any act referred to in i to v above.

Provided nevertheless that the Insurers are not relieved under **c** or **d** above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

2. Political Risks Exclusion

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely

- a. war, civil war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not); or
- b. mutiny, popular rising, military rising, 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; or
- c. civil commotion assuming the proportion of or amounting to a popular rising; or
- d. any act (whether on behalf of any organization, body, person or group of persons) in protest against any State or government, authority with force, or any provincial, local or tribal authority with force, calculated or directed to overthrow any State or government, authority with force, or any provincial, local or tribal authority with force, by means of fear, terrorism or violence or use of force or and/or the threat thereof; or
- e. losses in any way caused or contributed to by an act of terrorism involving the use or release or the threat of any nuclear weapon or device or chemical or biological agent; or
- f. loss, damage, cost or expense directly or indirectly arising out of biological or chemical contamination or missiles, bombs, grenades, explosives or any ammunition; or
- g. conspiracy, confiscation, commandeering or nationalization or requisition or destruction of or damage to property by or under the order of any de jure or de facto government or by public or local authority; or
- h. looting or pillage or theft or burglary in connection with any act referred to in Special conditions 2 a to 2 g above; or
- i. consequential losses or damages arising from any act referred to in Special conditions 2 a to 2 g above; or
- j. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Special conditions 2 a to 2 g above; or
- k. malicious damage in furtherance to any act referred to in Special conditions 2 a to 2 g and j above; or
- l. any act of terrorism.

For the purpose of this Special condition an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including but not limited to:

1. the intention to influence or affect the conduct of any government (de jure or de facto); and/or
2. to put the public, or any section of the public in fear; and/or
3. to commit violence or threaten violence against one or more persons (whether legal or natural); and/or
4. damaging tangible or intangible property; and/or
5. endangering life; and/or
6. creating a risk to the health or safety of the public or a section of the public; and/or
7. an act designed to interfere with or disrupt an electronic system.

For the purpose of this Special condition contamination means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

In any action, suit or other proceeding, where the Insurers allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

3. This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post to the Insured's last known address, in which case the Insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancellation.

The Company's liability under this Extension shall in no case exceed the Limit stated in the Annexure to policy schedule.

SECTION 2 - THIRD PARTY GENERAL LIABILITY INSURANCE

THIS POLICY WITNESSETH that subject to the terms, conditions and exceptions annexed hereto or endorsed hereon and to the limit of liability the Insurer will indemnify the Insured against all sums which the Insured shall become legally liable to pay in respect of:

- (a) accidental bodily injury to any third party
- (b) accidental loss of or accidental damage to third party property

happening during the period of insurance and caused in the course of the business within the territorial limits of The Kingdom of Bahrain.

In the event of the death of the Insured the Insurer will in respect of the liability incurred by the Insured indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this policy provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms, conditions and exceptions of this policy insofar as they can apply.

The Company's liability under this Section shall in no case exceed the Limit stated in the policy schedule

EXCEPTIONS APPLICABLE TO SECTION 2 – THIRD PARTY GENERAL LIABILITY

The Insurer shall not be liable in respect of:

- (1) any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power strike, riot or civil commotion.
- (2) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self- sustaining process of nuclear fission.
- (3) any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- (4) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (5) bodily injury to any person under a contract of service or apprenticeship with the Insured arising out of and in the course of the employment of such person by the Insured.
- (6) loss of or damage to:
 - (a) property belonging to or in the custody or control of the Insured or property which is in the custody of any person in the service of the Insured by virtue of such service.
 - (b) that part of any property upon which the Insured or any person in the service of the Insured is or has been operating.
 - (c) any property land or buildings caused by vibration or removal or weakening of support of such land, property or buildings.
 - (d) property caused by fire or explosion.
 - (e) ships craft or aircraft.
- (7) injury loss or damage caused by:
 - (a) the possession use or movement of ships, craft, aircraft or railway rolling stock.
 - (b) the possession or use of mechanically propelled road vehicles but provided the Insured is not entitled to indemnity under any other policy this exception shall not apply to injury, loss or damage as herein defined arising from:
 - (i) the act of loading or unloading a mechanically propelled road vehicle or the bringing to or the taking away of a load from such vehicle.

- (ii) the defective loading by the Insured or any person in the service of the Insured of any mechanically propelled road vehicle not belonging to nor hired by the Insured.
 - (c) lifts, cranes, escalators or power hoisting machines unless specified in the Schedule under the heading "plant".
 - (d) defective sanitary arrangements, water pollution, chemical effluent fumes or other noxious gas liquid or substance.
 - (e) goods (which term shall be deemed to include containers) sold or supplied (including food and drinks supplied by the insured) other than goods in the custody or control of the Insured.
- (c) Contractors to the Insured or persons engaged in or upon the service of such sub-contractors.

CONDITIONS APPLICABLE TO SECTION 2- THIRD PARTY GENERAL LIABILITY

This policy and schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such meaning wherever it may appear:

- (1) The due observance and fulfilment of the terms, provisions, conditions and endorsements of this policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Insurer to make any payment under this Policy.
- (2) Every notice or communication to be given or made under this policy shall be delivered in writing at the head office or any branch office or agency of the Insurer.
- (3) The Insurer shall not be liable if after the insurance has been effected the risk be increased from any cause whatsoever unless the Insurer have signified their assent thereto in writing.
- (4) The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent accidents and shall comply with all statutory or other regulations and shall take all reasonable steps to maintain all premises, furnishings, fittings, appliances and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- (5) The Insured shall give notice to the Insurer of any injury, loss or damage as soon as possible after it comes to the knowledge of the insured or of the Insured's representative for the time being. The Insured shall forward to the Insurer forthwith after receipt thereof every written notice or information as to any verbal notice of claim and shall also give notice to the Insurer immediately he receives knowledge of any proceedings. The Insured shall use the best endeavours to preserve any damaged or defective or other appliances, plant or things which might prove necessary or useful by way of evidence in connection with any claim so far as may be reasonably practicable no alteration or repair shall be made without the consent of the Insurer to any premises fencing machinery, furnishings, fittings, appliances or plant which may have been the cause of injury, loss or damage until the Insurer shall have had an opportunity of inspection. The Insured shall give all necessary information and assistance and forward all documents to enable the Insurer to investigate settle or resist any claim as the Insurer may think fit.

(6) The Insured shall not incur any expense whether by litigation or otherwise or make any payment settlement arrangement or admission of liability in respect of any claim for which the Insurer may be liable under this policy Section without the written authority of the Insurer. The Insurer shall be entitled to use the name of the Insured for all purposes in connection with this policy including bringing, defending, enforcing, or settling of legal proceedings for the benefit of the Insurer in connection with any one claim or number of claims arising out of any one cause for indemnity against liability as defined in this policy. The Insurer may at any time pay to the Insured the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except the payment of cost and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment and the Insurer shall not be responsible for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Insurer in connection with such claim or proceedings.

(7) If at the time any claim arises under this policy there is any other existing insurance covering the same liability the Insurer shall not be liable to pay or contribute more than their rateable proportion of such claim.

(8) All differences arising out of this policy extension shall be referred to arbitration. The arbitration procedure shall be carried out according to the contents of Chapter Seven and subsequent Chapter of the Legislative Decree no. 12 of the year 1976 and its amendments that deals with the Law of Civil and Commercial proceedings.

If the Insurer disclaims liability to the Insured 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 provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

(9) This policy Section is subject to the laws of the Kingdom of Bahrain and the Insurer shall not be liable under this policy for compensation and/or damages in respect of judgements delivered or obtained otherwise than through a court of competent jurisdiction within the Kingdom of Bahrain for costs and expenses of litigation recovered by any claimant from the Insured (or the Insured's Executors, Administrators and Assigns) which are not incurred in and recoverable in the Kingdom of Bahrain.

SECTION 3- 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 3

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 3

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 3

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 3

	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/-

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1 (FROM A TO I)

This Policy does not cover loss or 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 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.

- (d) 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.
- (e) 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.

GENERAL EXCLUSIONS APPLICABLE TO SECTION 1, 2 & 3

This Policy does not cover:

1. Property DAMAGE or Bodily Injury

(a) Occasioned by or through or in consequence directly or indirectly

- (i) 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.

- (ii) War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war
- (iii) 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 & III

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 minimize 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 cooperate 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 authorized 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 of 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. 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.

6. Jurisdiction

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