

# TENANT PROTECT PLUS

## POLICY WORDING



### DEFINITIONS

**Accident** means a sudden, unexpected and specific event caused solely and directly by violent, external and visible means which occurs at an identifiable time and place, resulting in Injury.

**Accidental Death** means a sudden, unexpected and specific event caused solely and directly by violent, external and visible means which occurs at an identifiable time and place, resulting in death.

**Beneficiary** means the person or persons nominated by the Insured and as defined in the Certificate of Insurance; if no such designation is then effective, such indemnity shall be payable to the Named Insured's legal heirs.

**Bodily Injury** means an identifiable physical injury sustained during the period of insurance and caused by a sudden, unexpected and specific event and excludes any disease, sickness or medical disorder.

**Common Carrier** means any air, land, or water motorized conveyance operated in accordance with all locally applicable laws and regulations and under a valid license for the transportation of passengers for hire for which a ticket has been issued and in which the Insured is travelling only as a fare-paying passenger. Common Carrier will not mean cruise ships at sea or any conveyance that is hired or used for a sport, gamesmanship, contest and/or recreational activity, regardless if such conveyance is licensed, such as, but not limited to, race cars, bob sleds, hunting vehicles, sightseeing helicopters, fishing boats, parasailing/paragliding and boat cruises.

**Company or Insurer** means Royal & Sun Alliance Insurance (Middle East) B.S.C.(c), United Arab Emirates.

**Contents** means household goods and personal effects (including personal money up to the limit shown) belonging to you (or for which you are legally responsible) or to resident domestic helpers whilst within your Home not being landlord's contents, Fixtures and Fittings and interior decorations.

**Certificate of Insurance** means the document which gives details such as, but not limited to, Named Insured(s) name(s), Policy Effective Date, Period of Coverage, Policy Number, Premium, Premium Payment Option, Benefit & Cover limits, Plan Type selected, Cover Option and Beneficiary Name.

**Country of Residence** means the country in which the Insured is currently residing and holds a valid residency visa.

**Country of Issuance** means the country in which this Policy is issued.

**Covered Medical Expenses** means Reasonable and Customary Charges incurred by the Named Insured for services and supplies which are recommended by an attending Physician. They include:

- (a) The services of a Physician;
- (b) Hospital confinement and use of operating room;
- (c) Anaesthetics (including administration), x-ray examinations or treatments and laboratory tests;
- (d) Ambulance service; and
- (e) Drugs, medicines, and therapeutic services and supplies.
- (f) Credit Cards means credit, debit, bankers and cash dispenser cards all held for social, domestic or charitable purposes.

**Daily Benefit** means the amount payable for each day spent in the Hospital.

**Damage/Damaged** means a physical harm to the property or contents resulting in loss of value or the impairment of usefulness as a result of covered peril(s).

**Emergency Evacuation** means:

- (a) The Named Insured medical condition warrants immediate transportation from the place where he is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; or
- (b) After being treated at a local Hospital, his medical condition warrants transportation to the country where the trip commenced to obtain further medical treatment or to recover; or
- (c) Both (a) and (b) above.

**Emergency Transportation** or Emergency Transport means any land, water or air conveyance required to transport the Named Insured during an Emergency Evacuation. Emergency Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles. All Emergency Transportation arrangements made for evacuating the Named Insured must be by the most direct and economical route possible in the circumstances and must be:

- (a) recommended by the attending Physician who certifies that the severity or the nature of the Insured's Injury or Illness warrants his evacuation;
- (b) required by the standard regulations of the conveyance transporting; and
- (c) ordered, arranged and authorized in advance by the Assistance Department.

**Excess or Deductible** means the first portion of the Sum Insured, or period, of each and every loss payable by the Named Insured or for which no benefits are payable.

**Geographical Limits** means the country where your Home is situated as stated in the schedule.

**Gross Weekly Wage** means the Insured's base weekly earnings at the time of the loss causing the Injury for which benefits are claimed under this coverage, but not including, overtime, bonuses, tips, commissions, and special compensation.

**Home** means the private dwelling, its garages, and outbuildings all located at the address shown in the schedule whereby it is used solely for domestic purposes.

**Hospital** means a place that:

- (a) Holds a valid license (if required by law);
- (b) operates primarily for the care and treatment of sick or injured persons;
- (c) Has a staff of one or more Physicians available at all times;
- (d) provides 24-hour nursing service and has at least one registered professional nurse on duty at all times;
- (e) Has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis;
- (f) Is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment center; and
- (g) Maintains X-ray equipment and operating room facilities.

**Illness** means any fortuitous sickness or disease contracted, requiring treatment by a Physician and resulting, directly and independently of all other causes, in loss covered by this Policy.

**Injury** means bodily injury caused solely and directly by violent, accidental, external and visible means, requiring treatment by a Physician and resulting, directly and independently of all other causes, in loss covered by this Policy.

**Inpatient** means a Named Insured who is confined to a Hospital for whom a room and board charge is made.

**Insured** means any individual named in the Certificate of Insurance between the ages of 18 years and 64 years and whose credit card or bank account is debited towards premium under this Policy and reported to the Company. The Insured must hold a valid residency visa of the Country of Issuance.

**Insured Event** means an event covered by the coverage provided under this Policy.

**Jewellery** means any articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals. This also includes watches and set or unset gemstones.

**Loss** means the act or instance of losing and / or the disappearance of something cherished and / or a measurable reduction in some substance or process.

**Lost or Stolen** means having been inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation.

**Manual Labour** means physical labour involving the use of hands or the use or operation of mechanical or non-mechanical machinery or equipment.

**Medical Treatment** means a Physician's medical advice, treatment, consultations and prescribed or repeat maintenance medication.

**Medically Necessary** means in the Company's opinion, the Physician's recommendation is:

- (a) Consistent with the symptoms, diagnosis and treatment of the Named Insured's condition;
- (b) Appropriate with regards to standards of good medical practice; and
- (c) Its primary purpose is not for the convenience of the Named Insured.

**Named Insured(s)** means the Insured only as defined in the Certificate of Insurance.

**Period of Confinement** means a period of consecutive days of confinement as an Inpatient caused by an Accident or Injury. However, successive confinements as an Inpatient caused by or attributable to the same Accident or Injury are considered to be part of the same Period of Confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least 45 days.

Only one Daily Benefit is provided for any one day of confinement, regardless of the number of Accidents or Injuries for which the confinement is required.

**Permanent Partial Disability** means a disability in which a Named Insured is forever prevented from working at full physical capability because of an Injury.

**Personal belongings** means luggage, clothing and articles of personal use, normally worn, used or carried on the person, belonging to you, or for which you are legally responsible.

**Personal money** means current legal tender, cheques, money orders, postal orders, current postage stamps (not being part of collection), traveller's cheques, travel tickets, luncheon vouchers, gift tokens, and phone cards.

**Physician** means a legally licensed practitioner acting within the scope of his license practicing medicine, and concerned with maintaining or restoring human health through the study, diagnosis, and treatment of disease and injury. The attending Physician may not be:

- (a) the Named Insured; or
- (b) the Named Insured's Relative.

**Policy** means this document, the Certificate of Insurance, any endorsements and/or attached papers that accompany it (if any) and the applications of the Insured.

**Policy Effective Date** means the date at which this Policy incept as defined in the Certificate of Insurance.

**Portable equipment** means sports, musical, photographic, and other portable equipment including laptop computers, mobile telephones and the like.

**Period of Coverage** means the period for which this Policy is in force as defined in the Certificate of Insurance.

**Policyholder** means the legal entity and signatory of this document to whom the Policy is issued and as listed in the Certificate of Insurance.

**Pre-existing Medical Condition** means a condition for which medical care, treatment, or advice was recommended by or received from a Physician within a two (2) year period preceding the Policy Effective Date, or a condition for which hospitalization or surgery was required within a five (5) year period preceding the Policy Effective Date.

**Principal Sum Insured** means the Sum Insured to be paid by the Company to the Beneficiary or to the Named Insured.

**Professional Sport** means a competitive sport used as a source of livelihood.

**Public Conveyance** means any land or water motorized Common Carrier, regardless of whether a ticket has been issued, including taxi, bus, train or airport limousine, but not including minibuses, non-standard motor vehicles or courtesy transportation provided without a specific charge.

**Reasonable Additional Expense** means any expense for meals and lodging which were necessarily incurred and which were not provided by the Common Carrier or any other party free of charge.

**Reasonable and Customary Charges** means a charge which:

- (a) Is charged for treatment, supplies or medical services Medically Necessary to treat the Named Insured's condition;
- (b) Does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (c) Does not include charges that would not have been made if no coverage existed.

**Relative** means a Spouse, parent, parent-in-law, grandparent, step-parent, Children, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, aunt, uncle, niece or nephew.

**Sickness** means any fortuitous illness or disease contracted requiring treatment by a Physician.

**Single Article Limit** means any single article within contents or high risk items will be covered up to AED 10,000 unless another amount is specified separately on the schedule and approved by the company. Any undeclared individual single item exceeding AED 10,000 will be covered to a maximum of AED 10,000.

**Sum Insured** means the maximum amount afforded to each benefit according to the Table of Benefits.

**Table of Benefits or Schedule of Benefits** means the benefits included and as defined in the Certificate of Insurance.

**Terrorism** means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator/s and victim/s shall not be considered as Terrorism. Terrorism shall also include any act which is verified or recognized as an act of terrorism by the (relevant) government of the country where the act occurs.

**Theft** means the illegal act of taking an item belonging to the Insured Person, without his/her consent, with intent to deprive him/her of its value.

**Totally and Permanently Disabled** means the Named Insured is forever prevented from working because of Injury.

**Unfurnished** means a home with not enough furniture for someone to live in it with reasonable comfort.

**Unoccupied** means not lived in by you or by any other person with your permission for more than 45 consecutive days.

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

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**Your Family** means any of the following people providing they normally live with you in your home:

- your husband, your wife
- your children (including adopted and foster children); and
- any other persons permanently residing with the insured, including resident domestic servants employed by you and for who you are legally responsible.

## HOME CONTENTS

This part of the Policy provides full details of the coverage. Cover will be provided for loss of damage due to:

1. Accidental damage subject to specific exclusions as per the policy wordings;

We will provide cover for damage by accidental external means to the contents while in your Home.

Excluding:

- Damage to clothing, contact lenses, stamps, food in freezers and pedal cycles.
- Damage by wear & tear, depreciation, action of light, atmospheric conditions or any gradually operating cause.
- Damage arising from moth, vermin, infestation, damp, rust, wet or dry rot.
- Damage caused by any process of cleaning, washing, repairing or restoring any article.
- Failure loss or damage NOT directly consequent upon or attributable to an accident including but not limited to electrical or mechanical breakdown.
- Damage caused by incorrect polarity from a battery.
- Damage to recording tapes, discs or records.
- Computer softwares, licences, electronically or any stored information
- Foodstuff, alcoholic beverages, tobacco products and medicines
- Damage caused by domestic animals or birds.
- Damage to glass oven doors or ceramic glass in cooker hobs.
- Consequential loss.
- Pollution, contamination of any kind, dust, chemical action or reaction.
- Loss or damage caused by manufacturing defects.
- Loss or damage caused by vermin or insects, rodents, birds, termites and animals
- Loss or damage whilst the Home is let, sub-let in whole or in part.
- Mysterious disappearance
- Loss or damage specifically excluded elsewhere in Section 3 of this policy.

AND

Fire and allied perils: Fire, explosion, lightning, earthquakes or smoke, excluding

- Loss or damage caused by scorching, singeing, melting or damage caused by or that happens gradually over a period of time.

2. Storm and flood, excluding

- Loss or damage caused by frost.
- Loss or damage caused by a rise in the water table.

3. Riot, civil commotion, strikes, labour disturbances, excluding

- Loss or damage that is not reported to the police within seven days.
- Loss or damage to goods in freezers and/or refrigerators caused by failure of electricity as a direct or indirect consequence of a deliberate act by the supply authority and/or their employees
- Loss or damage occurring while the Home has been left unoccupied

4. Malicious persons or vandals, excluding:

- Loss or damage caused by any employee, guest or tenant, or you or any member of your family.
- When you have failed to notify the police.
- Loss or damage occurring while the Home has been left unoccupied.

5. Collision by vehicles, animals, aircrafts or other aerial devices of articles dropped from them, excluding:

- Loss or damage caused by domestic animals.

6.

i. Escape of water from water tanks, pipes, fixed apparatus or fixed heating installation.

ii. Leakage of heating fuel from a fixed heating installation.

excluding:

- Loss or damage while the Home has been unoccupied or unfurnished.
- Loss or damage to the component, source, plumbing installation or appliance from which the water or oil escapes.
- Cost of locating and rectifying the source of escape of water or oil.

7. Theft or attempted theft from the Home, excluding:

- Loss or damage caused by any guest, tenant, employee, or by you or any member of your family.
- When you have failed to notify the police.
- Loss or damage occurring while your Home has been left unoccupied or unfurnished.
- Inexplicable loss and / or mysterious disappearance

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

9. Damage caused by falling trees or branches, excluding:

- Damage to trees.
- The cost of removal of fallen trees or branches.

The insured will be covered for the following benefits as per the Certificate of Insurance:

**Contents in your home:** The Company will provide cover for loss or damage to the contents in the Home.

**Jewellery and Valuable:** The company will pay for the insureds personal belongings, valuables and portable equipment in the event of loss or damage by accidental means up to the sum insured shown in the schedule while within the Geographical Limit and while temporarily elsewhere in the world for not more than 90 days in any period of insurance up to an amount as specified in the Certificate of Insurance, excluding:

- Loss or damage caused by wear & tear, depreciation, in the process of cleaning, washing, repairing or restoring any article, the action of light or atmospheric conditions, moth, vermin or any other gradually operating cause.
- Damage to sports racquets, sticks, bats and clubs while in play.
- Skis (including sticks and bindings), watercraft, sub-aqua equipment, camping equipment and riding tack.
- Contact and corneal lenses and hearing aids.
- Confiscation or detention by customs or other officials.
- Consequential loss.
- Loss or damage caused to items left unattended in an area to which the general public has access.
- Inexplicable loss and / or mysterious disappearance.

- Failure, loss or damage not directly consequent upon or attributable to an accident including, but not limited to, electrical or mechanical breakdown.
- Loss or damage due to business or professional use in respect of musical instruments, photographic and sporting equipment and accessories.
- Loss, theft or damage to personal money, credit cards, securities (fungible, negotiable instruments representing financial value, whether they be debt securities – such as bonds and debentures, equity securities – such as stocks and shares, or derivative contracts – such as forwards, futures, options and swaps) and documents of any kind
- Loss, theft or damage to Contents goods and domestic appliances;
- Theft from unattended road vehicle other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to securely locked vehicle.
- Loss or damage to property dispatched by sea or air under a bill of lading, airway bill or similar document.
- Breakage of strings of any musical instrument.
- Motorcycles and other mechanically or electrically propelled vehicles.
- Livestock and pets.
- In respect of pedal cycles only:
  - Loss or damage while being used for track racing or trade purposes.
  - Theft unless in a building or securely locked to an immovable object.
  - Loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.
- Any items exceeding the Single Article Limit unless a list has been provided to us.
- Any Portable Equipment that is not declared at the time of submission
- Loss, theft or damage when your Personal belongings or personal documents have been outside of the United Arab Emirates for a total of more than 90 days in any period of insurance.
- Any loss, destruction or damage specifically excluded elsewhere in this policy.

**Cost of alternative Accommodation:** If the insureds Home is damaged and made uninhabitable by any cause listed in the coverage an amount will be paid for:

1. The loss of rent or
2. Any reasonable additional expenses necessarily incurred for the alternative accommodation during the period necessary to restore the Home to a habitable condition, **excluding:**
  - Any costs the insureds family would have to pay once the home becomes habitable again.
  - Any costs the insured agrees to pay without our written permission.

**Tenant's Liability:** Insurance is provided for an amount as specified in the Certificate of Insurance for which you are legally responsible as per the tenancy contract for the following owned by the landlord:

1. Loss of or damage to the Home and landlords fixtures and fittings
2. Accidental breakage of fixed glass forming part of the building including glass in solar panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, lavatory pans and cisterns.
3. Accidental damage by external means to:
  - Cables or underground pipes providing services to or from the building.
  - Septic tanks and drain inspection covers.

Exclusions of Occupiers Personal and Employers Liability are applicable

If you or the member of your household claiming should die, their legal personal representatives will have the protection of this cover.

**Loss of damage to contents when moving to new home:** Loss of or damage to contents while in transit from one Home to another including loading and unloading within the Geographical Limits provided that such removals are carried out by professional removal

contractors, excluding:

- Damage arising from wear & tear, depreciation, and the action of light.
- Damage due to atmospheric conditions, moth, vermin, infestation, damp, rust, wet or dry rot.
- Any gradually operating cause, the process of cleaning, washing, repairing or restoring, any electrical or mechanical breakdown, consequential loss, money, coins, jewellery, furs, articles of gold or platinum, precious stones, securities, deeds or documents of any kind, business books, manuscripts and stamps.
- Damage during sea and/or air transit.

**Foods in Freezer:** The Company will pay for loss of or damage to food in a domestic deep freezer or refrigerator caused by:

- (i) A rise or fall in temperature.
- (ii) Contamination from refrigerant or refrigerant fumes, up to a maximum amount as specified in the Certificate of Insurance any one claim and in the aggregate during the policy period.
  - (a) Excluding Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority.
  - (b) Excluding Loss or damage resulting from willful neglect by you or your household.
  - (c) Excluding Loss or damage to food in your deep freezer or refrigerator if the compressor unit is more than 10 years old.

**Replacement of Locks and Keys:** If keys to the locks of:

1. External doors of the Home.
2. Alarm systems or domestic safes fitted in the Home are stolen an amount will be paid for the cost of replacing locks or lock mechanisms.

**Loss or Damage to Prams and Wheelchairs:** The Company will pay for a pram or wheelchair accidentally damaged or stolen while within the geographical limit and while temporarily elsewhere in the world for not more than 90 days in any period of insurance anywhere in the world. Accessories are covered only if they are stolen with your pram or wheelchair up to a maximum amount as specified in the Certificate of Insurance.

**Fatal Injury Benefit:** In the event of the insureds death or of the spouse as a direct result of injury caused in your Home by fire, explosion, lightning or thieves an amount as specified in the Certificate of Insurance will be paid provided death ensues within three months of such injury.

**In Hospital Daily Allowance Due To Perils Mentioned in the Coverage:** The Company will pay the insured person cash benefit, in case of hospitalization of the Insured, Insured's Spouse or Insured's Children, arising directly due to any of the Perils Covered while residing at the Insured's Home. The amount payable under this extension shall not exceed the limit as stated in the Schedule, up to a maximum of 15 days during the policy period.

**Exclusions**

- (a) Pre-existing medical conditions
- (b) First 24 hours of any hospitalization

**Loss of passport, driving license, Emirates ID, Labour Card and Credit/ Debit Cards due to Perils Mentioned in the Coverage:** The company will indemnify the Insured for loss of passport, driving licence, Emirates ID, Labour Card and Credit/Debit Cards arising out of any of the Perils Covered while the documents are kept at the Insured's Home. The amount payable under this extension for reissuance of the said documents/cards shall not exceed the limit as stated in the Schedule, during the policy period.

**Exclusions:**

- (a) Fines and Penalties (if imposed)
- (b) Costs of renewal/extension of the document beyond the expiry date of the lost document
- (c) Documents for any person other than the Insured's family members and domestic servants residing at the Home
- (d) Any loss/liability due to misuse of stolen credit/debit cards

**Utility Bill Reimbursement due to Perils Mentioned in the Coverage:** The Company will reimburse the Insured in respect of Utility Bills (Water & Electricity) following any of the causes under the Perils

Covered rendering the Home uninhabitable. This extension pertains only to the billing period immediately preceding the loss, with the billed amount falling due post loss. The amount payable under this extension shall not exceed the limit as stated in the Certificate of Insurance, during the policy period.

**Reimbursement of Airline tickets for the family due to Perils Mentioned in the Coverage:** The Policy is hereby extended to reimburse the Insured in respect of Air Tickets to temporarily repatriate member(s) of the Insured's family residing at the Home, following any of the Perils Covered rendering the Home uninhabitable. This extension may be availed as an alternative to Alternative Accommodation coverage provided under this Policy. The amount payable under this extension shall not exceed the limit as stated in the Certificate of Insurance, during the policy period.

Exclusions:

- (a) Burglary, housebreaking, theft or larceny

## HOME INSURANCE EXCLUSIONS

These exclusions apply to all sections of your policy. This insurance policy does not cover:

### A. War and Terrorism

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

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

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

### B. Radioactivity

1. Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or consequential loss.
2. Any legal liability of whatsoever nature directly or indirectly caused by, contributed to by, or arising from ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
3. Any accident loss destruction or liability directly or indirectly caused by or contributed to or arising from nuclear weapons material.

### C. Sonic Bangs

Any loss, damage, legal liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

### D. Pollution or Contamination

1. Any loss arising from pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:
  - Pollution or contamination which itself results from a peril insured against.
  - Any peril insured against which itself results from pollution or

contamination.

2. Any liability in connection with disposed or damaged waste materials or substances.

### E. Cyber Risk

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

### F. Rot

Any loss, damage, legal liability, cost or expense of any kind caused by wet rot or dry rot whether or not this is caused directly or indirectly by any other cover provided by this insurance policy.

### G. Defective Construction

Any loss, damage, legal liability, cost or expense of any kind caused by or resulting from either defective construction, poor or faulty design, poor workmanship or the use of incorrect materials.

### H. Gradual Deterioration

Any loss, damage, legal liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, condensation, insects, vermin, fungus, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or any indirect loss.

### I. Existing and Deliberate Damage: Any loss, damage, legal liability, cost or expense of any kind:

- Occurring, or arising from an event that occurred, before the period of insurance; or
- Caused deliberately by you or a member of your family or at the direction of you or a member of your family.

### J. Confiscation and Forced Entry

Any loss, damage, legal liability, cost or expense of any kind caused by officials or the authorities legally using force to enter your home or legally confiscating or holding your property.

### K. Deception

Any loss, damage, legal liability, cost or expense of any kind caused by deception unless the only deception used is to gain entry to your home.

### L. Business Property and Legal Responsibility

Any loss, damage, legal liability, cost or expense of any kind:

- For any property which you own, hold in trust or use in connection with any trade, profession or business with the exception of any business equipment as defined; or
- For any legal liability arising directly or indirectly from any trade, profession or business.

### M. Date Change and Computer Viruses

Any loss, damage or legal liability caused directly or indirectly to equipment by its' failing to correctly recognise data representing a date in such a way that it does not work properly or at all, or by computer viruses. For the purpose of this exclusion:

- Equipment includes computers and anything else insured by this policy which has a microchip in it.
- Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.
- Microchips include integrated circuits and microcontrollers. Computer viruses include any program and/or software which prevent any operating system, computer program or software working properly or at all.

#### **N. Loss of Value**

Any loss of value to the buildings, contents or any other property insured

#### **O. Indirect Loss**

Any loss that is not directly associated with the incident that caused you to claim, unless expressly stated in this policy.

#### **P. Property Not Covered**

Any losses to the following items:

- Living creatures
- Motorised vehicles, trailers, caravans or spare parts and accessories

#### **Q. Matching Sets or Items**

The Policy treats each separate item of a matching pair or set, or set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. The Policy will only pay for lost or damaged items. It does not pay for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged, just because it forms part of a set, suite or one of a number of items similar in nature, colour or design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves. This loss of value is not covered by the policy.

#### **R. Matching Carpets**

If you have a matching carpet or other floor covering in more than one room or area, the Policy treats each room or area as separate. The Policy will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

#### **S. Mould**

We do not cover any loss or damage caused by the presence of mould, however caused, or any loss or damage caused by mould. However, this exclusion does not apply to loss or damage caused by the presence of mould resulting from fire or lightning unless other exclusions apply.

### **GENERAL CONDITIONS**

#### **CONTRACT**

This Policy, and any endorsements (if any), the application form (if any) and the Certificate of Insurance shall constitute the entire contract between the parties. All statements made by the Insured Person shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall void this Policy or be used in defense of a claim hereunder, unless such statement is contained in the said Certificate of Insurance.

No Agent but only a duly authorized Officer of the Company has the power on behalf of the Company to extend the time for the payment of Premium or in any way to modify this Policy.

All benefits under this Policy are payable at the Head Office of the Company situated at Dubai, UAE. Each Insured Person and the Company agree and acknowledge that the Bank is not at any time an agent of the Company. Any claims, disputes or contestations of a Policy Holder in connection with this Policy shall be the full responsibility of the Company. The Company will manage all matters of the administration of the Policy directly with the Policy Holder.

#### **AGE LIMITS**

18 years to 65 years, but not more than 64 at the time of enrolment with respect to Death. If only the year of birth of an Insured Person is provided to the Company then the date of birth for this Policy shall be January 1st of such Insured Person's year of birth unless it is mentioned & confirmed by passport or National ID.

#### **SUPPLEMENTARY CARD HOLDERS**

The Monthly Benefit in respect of Death benefit under this policy shall be extended only to the primary credit card holders of the Bank.

#### **REVIEW / FREE-LOOK PERIOD**

The Insured Person is entitled to a full refund of premium if coverage under the policy is cancelled by the Insured Person within thirty (30)

days from the commencement date, by making a request through the Bank Call Center. The Company reserves the right to decline a second application following the cancellation of the first application under this plan from the same Insured Person.

#### **SUFFICIENCY OF NOTICE**

Such notice given to the Company or to any authorized agent of the Company, with particulars sufficient to identify the Insured shall be deemed to be notice to the Company. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown by the Insured or Beneficiary that it was not reasonably possible to give such notice within the time provided and that notice was given as soon as reasonably possible thereafter.

#### **CONTRIBUTION**

In no circumstances can the Insured claim under more than one Tenant Protect Plus policy with the Bank at any one time

#### **TERMINATION**

Notwithstanding anything contained herein to the contrary the Monthly Benefit under this policy in respect of the Insured Person shall terminate upon the happening of any one or more of the following:

- i. The Insured Person attains the Maximum Coverage Age;
- ii. Upon payment of Death claim under this policy;
- iii. Cancellation of this policy by the Insured Person at any time in accordance with the terms and conditions of this policy.
- iv. The Insured Person loses his UAE residency status.
- v. The Insured Person's Employment Visa is cancelled.
- vi. The Insured Person is no longer resident in UAE.
- vii. The date the Policy is terminated;

#### **OBSERVANCE OF TERMS AND CONDITIONS**

The observance by the Insured Person of the terms of this policy and the truth of the statements and the answers given by the Insured Person in the application form /tele-conversation and other material information provided by the Insured Person shall be condition precedent to any liability of the Company. If the circumstances in which this policy was entered into are materially altered without the written consent of the Company, the policy shall become null and void.

#### **FRAUDULENT CLAIMS**

If any claim under this policy is in any way fraudulent or unfounded, all benefits under this policy shall be forfeited in respect of the particular Insured Person.

#### **ARBITRATION**

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to arbitration under the Dubai International Arbitration Center (DIAC) Rules, which Rules are deemed incorporated by reference to this clause. The seat of the arbitration will be Dubai. The language used in the arbitration proceedings shall be English. The governing law shall be the substantive law of Dubai. Where any difference is to be referred to arbitration the making of an award shall be final.

#### **JURISDICTION**

This policy shall be governed by and construed in accordance with the laws of the United Arab Emirates. In the absence of a valid arbitration proceeding agreement among the parties, all disputes arising hereunder shall be referred to the exclusive jurisdiction of the courts of the United Arab Emirates.

#### **DATA TRANSFER**

The Insured Person provide the Company with his / her unambiguous consent to process, share, transfer and/ or disclose the personal data of the Insured Person - or any other party to this contract, howsoever obtained, to any recipient within or outside the country for the following purposes: (1) Assess and service this policy, (2) to conduct insurance claims Or analysis and (3) to comply with any legal and regulatory obligations to which the Company is subject to.

## **CUMULATIVE BENEFITS**

The maximum cumulative amount of Benefits payable under this Policy for any one person shall not exceed the amount stated in the Certificate of Insurance. If the Insured Person has more than one Policy issued by the Company then the maximum liability paid under all policies shall not exceed the limits stated in one Certificate Of Insurance for the highest plan, subject otherwise to the terms and conditions.

## **REINSTATEMENT OF POLICY**

Reinstatement of the policy after a claim is paid is not allowed. In case if it is found that the Insured has re-enrolled into the scheme at any time during the currency of the policy, the policy will become null and void. No claim will be paid and the premium paid by the Insured is also not refundable.

When the Policy terminates by reason of non-payment of Premium, any subsequent acceptance of a Premium and reinstatement of the Policy by the Company shall solely be at the Company's option.

## **CANCELLATION**

The Insured Person may cancel the policy at any time by making a request through the Bank Call Center. Such cancellation shall be without prejudice to any valid claim originating prior thereto. If such cancellation is after the 30 days from the commencement date then there will be no refund of the premium.

The Company may cancel the Policy at any time by written notice delivered to the Insured or mailed to the last address as shown by the records of the Company stating when not less than fifteen (15) days thereafter such cancellation shall be effective. Such cancellation shall be without prejudice to any valid claim-originating prior thereto.

## **ASSIGNMENT**

- a) Neither party to this Policy shall directly or indirectly assign this Policy or any of its rights and obligations, without the prior written approval of the other party.
- b) The right of designation or change of Beneficiary is reserved to the Insured No assignment of interest shall be binding upon the Company until the Company receives written notice of the change of Beneficiary in a form satisfactory to the Company. The Company assumes no responsibility for the validity of such designation or change of Beneficiary or assignment
- c) Consent of the Beneficiary, if any, shall not be requisite to change of Beneficiary or to any other changes in the Policy.

## **COMPLIANCE WITH POLICY PROVISIONS**

Failure to comply with any of the provisions contained in the policy shall invalidate all claims hereunder.

## **PREMIUMS**

All premiums are payable in advance by the Insured on or before the date they become due; unless official notice of termination has been given.

## **PREMIUM PAYMENT AND COVERAGE EFFECTIVE DATE**

Coverage in respect of each Insured shall commence from the day the Insured signs application form of the bank /gives his consent to the Bank to enroll over the phone.

## **POLICY RENEWAL**

Automatic Renewal, However the Company reserves the right to offer the renewal and also the right to change the premium rates terms and conditions.

## **CONFORMITY WITH STATUTES**

Any provision of the policy which, on the Policy Effective Date, is in conflict with statutes of the jurisdiction in which the policy is issued, is hereby amended to conform to the minimum requirements of such statutes.

## **LEGAL ACTIONS**

No action at law or in equity shall be brought to recover on the policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

## **LANGUAGES**

In case of differences over the interpretation of the policy, the Arabic text shall prevail .

## **TERRITORIAL LIMITS**

Worldwide however restricted to United Arab Emirates with respect to Home Insurance.

## **MEDICAL PROVISION**

Medical Treatment shall be sought and followed promptly on the occurrence of an Injury or Illness and the Company shall not be liable for that part of any claim which in the opinion of a Physician arises from the unreasonable or willful negligence or failure of any Named Insured to seek and remain under the care of a qualified Physician.

- All claims arising from criminal incidents are to be supported and accompanied by a certified police report.
- The due observance and fulfillment of this Policy insofar as it relates to anything being done or complied with by the Named Insured, shall be a condition precedent to liability to make any payment under this Policy.
- The Company shall have the right to access any current or prior medical records of the Named Insured in order to finalize and/or proceed with the assessment of a claim and/or render medical assistance. By virtue of this clause, the Named Insured shall be deemed to have given the Company written consent to access any of the Named Insured's current or prior medical records.
- No amount payable in terms of this Policy shall bear any interest.

## **CLAIMS PROCEDURE**

Upon happening of an event giving rise to a claim under this policy, the Insured Person shall follow the following procedure:

### **1. Notification of claims**

Immediate written notice to the Company but not later than 60 days from date of event.

### **2. Submission of Claim Documents**

90 days from date of event.

### **3. Claims for Home Insurance**

The insured shall on the happening of any event likely to lead to a claim under this policy:

- Notify the police immediately if any property is lost, stolen or maliciously damaged. Report in writing to the company without unnecessary delay and provide all information and assistance which the company may reasonably require.
- Take all reasonable steps to recover any lost or stolen property and advise the company without unnecessary delay if such property is returned to the insured.
- Forward all correspondence, legal process or any other document to the company unanswered.
- Refrain from discussing liability with any third party.

### **4. The Company shall be entitled to:**

- Take over and conduct in the insured name the defense or settlement of any claim; or
- Prosecute in the insured name for the company's own benefit any claim for indemnity or damage or otherwise.

The company shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

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

**SANCTION CLAUSE**

Notwithstanding any other terms under this insurance contract, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

**CONTACT INFORMATION**

In case of queries related to coverage, benefits, claims procedure or policy administration you may contact

For Sales & Other Enquiries: Call 8002700 or email us at [customerserv@fgb.ae](mailto:customerserv@fgb.ae)

For Claims: Call 04 302 9835 / 04 302 9903 or email us at [nonmotorclaims@ae.rsagroup.com](mailto:nonmotorclaims@ae.rsagroup.com)