

## HOME CARE INSURANCE POLICY

The Insured named in the Policy Schedule hereto having applied to Seib Insurance and Reinsurance Company LLC (hereinafter referred to as ‘the Insurers’) and having paid the agreed Premium, the “Insurer” agrees subject to the terms, exceptions, limits and conditions contained herein or endorsed hereon that if during the Period of insurance the Insurer will indemnify the Insured against any unforeseen physical loss, damage or any legal liability to pay damages to any third party, Provided that the liability of the Insurer shall in no case exceed in respect of each Section the sum/limit expressed in the said Schedule by an Insured Peril.

### GENERAL DEFINITIONS

**Insurer:** Seib Insurance and Reinsurance Company LLC.

**Insured / Insured Person / You / Your:** Policyholder named in the Policy Schedule and members of their family permanently residing with him/her.

**Domestic Helper:** any person(s) You or Your family employs under a contract of service to work in or around Your Home strictly for domestic purposes only.

**Home/Domestic Dwelling:** The private dwelling and its garages and outbuildings all located at the address shown in the Policy Schedule and used solely for domestic purposes.

**Contents: Your household goods** (or for which You re legally responsible) or to Domestic Helpers, whilst within Your Home, including fixtures and fittings belonging to You (or for which You are responsible) not being landlord’s fixtures and fittings and interior decorations.

**Personal Belongings:** Luggage, clothing, watches and articles of personal use, normally worn used or carried by the person (other than Cash, Currency, Valuables or Documents), belonging to You or for which You are legally responsible, but excluding portable equipment and items under the definition of Valuables.

**Valuables:** Articles made of precious metal, jewellery, furs, pictures, work of art, collections of coins, medals or stamps.

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

**Damage / Damaged:** a physical harm to the property or contents resulting in loss of value or the impairment of usefulness as a result of an Insured Peril(s).

**Assistance Company:** The appointed home assistance company.

**Emergency Repair:** the repair necessary to temporarily render the Home safe and/or temporarily secure the Home against further loss or Damage as a result of an unforeseen or sudden occurrence which results in Damage to Your Home demanding immediate action. The scope of necessary repairs shall be as assessed at the sole option of the Assistance Company.

**Deductible/Excess:** The amount that You will have bear in the event of a claim.

**Aggregate limit:** the maximum amount payable during the whole policy period regardless of how many occurrences.

**Unoccupied:** not lived in by You or by any other person with Your permission for more than 45 consecutive days.

### INSURED PERILS (APPLICABLE TO SECTIONS I–V)

- 1) Fire, lightning, explosion, earthquake or volcanic eruption.
- 2) Storm, tempest or flood excluding:
  - i) Subsidence or landslip;
  - ii) Loss or Damage to gates, fences and property in the open.
- 3) Bursting or overflowing of water tanks, apparatus or pipes excluding:
  - i) Loss or Damage to the component or appliance from which the water escapes;
  - ii) Loss or Damage occurring whilst Your Home is left unfurnished, or when Your Home is left without an inhabitant

for more than Sixty consecutive days;

- iii) Cost of locating and rectifying the source of escape of water.
- 4) Aircraft and other aerial devices and/or articles dropped there from.
- 5) Impact by any road vehicle or animal.
- 6) Theft accompanied by actual forcible and violent breaking into or out of the buildings, domestic outbuildings or garages or any attempted thereat, excluding loss or Damage whilst Your Home is left unfurnished, or when Your Home is left without an inhabitant for more than thirty consecutive days.
- 7) Riot & Strike which shall mean physical loss of or Damage to the property insured directly caused by:
  - i) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an Excluded Peril;
  - 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 performed in furtherance of a strike or in minimizing the consequences of any such act;
  - iv) 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.

## SECTION I – BUILDINGS

Subject to the cover granted and shown in the Policy Schedule, the Insurer agrees to indemnify any loss or Damage by an Insured Peril to the buildings of Your Home detailed in the Policy Schedule.

Except if stated otherwise in the Policy Schedule, the buildings are of standard construction of brick, stone, or concrete with the external roof of slates, tiles, concrete, asphalt or of incombustible material.

Also included are:

- a) The interior decorations, fixtures and fittings within Your Home,
- b) The domestic outbuildings and garages of standard construction, domestic fixed fuel tanks, swimming pools, walls, gates and fences.

The fixed glass in walls, doors and roofs are restricted to Fire or breakage due to Theft only and are subject to a maximum of 10% of the building sum insured.

The Insurer will also indemnify the Insured for expenses incurred in connection with the removal of debris and necessary and reasonable architects' and surveyors' fees and are subject to a maximum of 10% of the building sum insured.

Excluding any loss or Damage occurring whilst Your Home is Unoccupied.

## SECTION II – CONTENTS

Subject to the cover granted and shown in the Policy Schedule, the Insurer agrees to indemnify any loss or Damage by an Insured Peril to the Contents, comprising household goods and other personal property including Valuables, tenant's fixtures and fittings, all contained in Your Home detailed in the Policy Schedule and owned by You or Your legal responsibility.

Except if stated otherwise in the Policy Schedule the buildings in which the Contents are contained are of standard construction as described in Section I.

The Insurer's Limit of Liability in respect of any one item shall not, however, exceed QAR12,500 unless the Policy Schedule shows an increased amount.

Visitor's personal effects are also covered up to a maximum limit of QAR 3,000/- during the Period of Insurance.

Valuables are covered up to a maximum limit of 25% of the Total Sum Insured on Contents during the Period of Insurance

unless otherwise, agreed specifically and shown in the Policy Schedule.

Excluding any loss or Damage occurring whilst Your Home is Unoccupied.

### **SECTION III – PERSONAL BELONGINGS**

Subject to the cover granted and shown in the Policy Schedule, the Insurer agrees to indemnify any loss or Damage caused by an Insured Peril to the Personal Belongings all contained in Your Home or temporarily removed from Your Home which are owned by You or Your legal responsibility or Your Domestic Helpers.

The Insurer's Limit of Liability under this Section shall not exceed QAR1,500 in respect of any one item and QAR 12,500 in the aggregate during the Period of Insurance unless otherwise, agreed specifically and shown in the Policy Schedule.

Excluding any loss or Damage occurring whilst Your Home is Unoccupied.

### **SECTION IV: LOSS OF RENT OR ALTERNATIVE ACCOMMODATION EXPENSES**

If Your Home is damaged and made uninhabitable by an Insured Peril, we will compensate you as follows:

#### **If You are the owner:**

- a) The reasonable expenses of moving to alternative accommodation.
- b) The rent of an alternative accommodation of a similar level of Your Home that was occupied by You.

#### **If You are the tenant:**

- a) The reasonable expenses of moving to alternative accommodation.
- b) The difference between the previous rent allowance and rent allowance for alternative accommodation that is supposed to be furnished and of a similar level to the Home that was occupied by You.

The compensation period will be the period necessary for the reinstatement of Your Home.

The Insurer's Limit of Liability in respect of this section shall not exceed the limits shown in the Policy Schedule and shall be made on reimbursement basis only.

### **SECTION V: HOME ASSISTANCE COVER**

The Insurer undertakes to provide an Emergency Repair service to secure Your Home and prevent further damage or loss occurring. It does not undertake to carry out full repairs, all repair works are subject to the limitations of cover, Policy definitions and to the following conditions and exclusions as described herein. This service is not a replacement for a Home Insurance Policy and is not a maintenance contract.

The Insured understands and agrees that the assistance shall be administered by the appointed 'Home Assistance Company' (hereinafter referred to as the 'Assistance Company') which alone shall arrange to respond to an emergency assistance request from the Insured and further that the decision with regard to the entitlement of an Insured to any stated assistance shall be at the sole discretion of the Assistance Company. The services stated herein need to be availed directly from the Assistance Company by the Insured and the Assistance Company shall not reimburse the Insured for any costs that are incurred by the Insured for any reason.

The Insurers shall not be liable under any circumstances to offer services or reimburse costs associated with any Emergency Repair offered under this Section.

#### **1) SCOPE OF COVER**

The Assistance Company undertakes, subject to the limitations, definitions, conditions and exclusions herein, to provide Emergency Home Assistance as specified hereunder, to temporarily secure the Domestic Dwelling and/or temporarily prevent further Damage or loss occurring.

In undertaking any of the specified emergency assistance, the Assistance Company does not undertake to carry out full repairs but only Emergency Repair provided the cost of Emergency Repair does not exceed the limits stated in 2. COVER & COSTS LIMITS below.

Emergency Home Assistance is available for the following four types of emergencies specified below:

#### **Plumbing**

In the event of breakage or Damage to piping, leaks from sanitary fittings, fixed water installations within the Domestic Dwelling, the Assistance Company will send a plumber to carry out the Emergency Repair when the condition of such installations permit such repair.

#### **Electrical**

In the event of failure of electrical supply within the Domestic Dwelling as a result of a fault or Damage to the internal electrical installation, the Assistance Company will send an electrician to carry out the Emergency Repair when the condition of such installations permits such repair.

#### **Locksmith**

In the event of the Domestic Dwelling being made 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 or in the event that a child got locked in a room within the Domestic Dwelling, the Assistance Company will send a locksmith to carry out the Emergency Repair when the condition of such installations permit such repair.

#### **Glazing**

In the event of breakage of Glazing to external windows or doors which renders the Domestic Dwelling insecure, the Assistance Company will send a glazier to carry out the Emergency Repair when the condition of such installations permits such repair. The Assistance Company undertakes to install a single glazed unit where possible, either permanent or temporary, to secure the Domestic Dwelling. Where this is not possible, the Assistance Company will board up to secure the Domestic Dwelling.

### **2) COVER & COSTS LIMITS**

Cost limit of 'one Emergency Home Assistance':

The cost of the call-out, labour and materials which are necessary for Emergency Repair will be borne by the Assistance Company up to a maximum amount of QAR 700 for any 'one Emergency Home Assistance'. In the event the assessed cost of Emergency Repair exceeds the stated maximum allowable, the difference will have to be immediately borne by You to enable the Emergency Repair to be conducted.

'One Emergency Home Assistance' shall mean one emergency assistance to which the Assistance Company responds at Your request. If Your request relates to more than one type of emergency (as specified above in 1. Cover), then each type of Emergency Repair shall count as 'one Emergency Home Assistance'.

Emergency Home Assistance – Annual Limit:

The Assistance Company will attend to a maximum of three Emergencies during the whole annual Policy Period of the Home Insurance Policy regardless of the number of Domestic Dwellings insured by the Policy.

### **3) SPECIFIC EXCLUSIONS**

For each of the below services, the Assistance Company shall not be liable for:

#### **Plumbing**

- Any work other than **Emergency Repair** as defined.
- Any work undertaken not within the Domestic Dwelling.
- The repair of Damage arising from seepage/leaking or dampness even as a result of breakage or Damage of the piping or other installations.
- The repair of air conditioning installations, electrical showers, water filtration units, jacuzzis, drains and septic tanks outside of the Domestic Dwelling.

#### **Electrical**

- Any work other than **Emergency Repair** as defined.
- Any work undertaken not within the Domestic Dwelling.
- Repair to lighting such as bulbs or fluorescent tubes.
- Free standing electrical installations, such as lamps, home appliances.
- Alarm systems, telephone systems.

#### **Glazing**

- Any work other than **Emergency Repair** as defined.
- Any work undertaken not within the Domestic Dwelling.
- Any work to double glazed units where one pane has remained intact.

#### **Locksmith**

- Any work other than **Emergency Repair** as defined.
- Any work undertaken not within the Domestic Dwelling.
- Any work to internal doors, other than in respect of the event that a child may have locked themselves in a room.
- Any work to external doors or windows when access is possible by an alternative route.
- Any work to mechanical shutters, automatic garage doors.

- Any work to external doors not accessing the Domestic Dwelling direct.

#### 4) GENERAL HOME ASSISTANCE COVER EXCLUSIONS

The **Assistance Company** shall not be liable for:

- Any emergency brought about by an avoidable, willful, or deliberate act committed by the Insured or the person seeking assistance or anybody permanently residing with him/her.
- Damage as a result directly or indirectly of war, civil war, armed conflict, insurrection, terrorism, revolt, rebellion, riot, stick and any other eventuality which effects the security of the State or Public Order.
- Damage to household contents.
- Loss or Damage occasioned by pressure waves by aircraft and other aerial devices traveling at sonic or supersonic speeds.
- Loss or Damage resulting or arising from:
  - b) Ionizing radiations or contamination, radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - c) Radioactive toxin, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear components.
  - d) Any liability or consequential loss from any act performed in the execution of the emergency assistance provided.

#### 5) GENERAL HOME ASSISTANCE COVER CONDITIONS

- The Domestic Dwelling should be maintained in good state of repair.
- No benefit shall be available unless the **Assistance Company** has been notified and has authorized assistance through the medium of the telephone number provided.
- The Policy Number must be quoted when calling for assistance and the relevant identification produced on the demand of the Operator, Tradesman or other nominated agent of the **Assistance Company**.
- In the event of cancellation of the Policy by the Insured, no Premium refund shall be allowed in respect of the Home Assistance Premium.
- Any components of the Domestic Dwelling and parts thereof, which are falling or showing signs of wear and tear, shall be replaced as soon as possible after the detection of a defect and notification thereof by the **Assistance Company**.

#### 6) APPLICATION FOR HOME ASSISTANCE SERVICES

In case of any event falling under the Home Assistance program, the Insured or any other person acting on his/her behalf should call the **Assistance Company** at its Contact Centre, in order to request the assistance:

**Emergency Assistance Contact Centre: +974 4432 0918**

The following information should be made available when calling the Contact Centre:

- Policy number
- Home Telephone number & Telephone number where the Insured can be contacted.
- Home address
- Description of the problem

### **SECTION VI: PERSONAL ACCIDENT TO INSURED, SPOUSE, CHILDREN AND DOMESTIC HELPERS**

The Insurer agrees to pay You or Your legal successors or beneficiaries up to the limits mentioned in the Policy Schedule in case the Insured and/or Spouse suffers bodily injury caused by Violent external and visible means that results in death within (6) months from the date of such bodily injury and Permanent Disability which makes You or Your spouse unfit in performing any occupational duties for a period of 12 months from the date of such bodily injury and professional opinion suggests medical conditions are likely to continue for life.

Also subject to the cover granted and shown in the Policy Schedule, the Insurer may extend this cover to Your children and / or Your Domestic Helpers, up to the limits shown in the Policy Schedule, subject to the additional premium being paid and all other terms and conditions of this Section.

**The coverage does not cover the following:**

- a) If caused directly or indirectly by occupation nature or pertaining to it.
- b) If caused directly or indirectly by deliberate self-inflicted injury, suicide or attempted suicide.
- c) If caused directly or indirectly by an insured person's willful exposure to danger (except in an attempt to save human life), or the insured person's own criminal act.

- d) If caused directly or indirectly due to abuse of alcohol or drugs.
- e) Bodily Injury due to illness or disease.

#### **SECTION VII: LEGAL LIABILITY TO THIRD PARTIES**

The Insurer agrees to indemnify all sums as per limits shown in the Policy Schedule, as a result of any accidental fire occurring at Your premises, during the policy period for which You may become legally liable to pay as a landlord or tenant of Your Home in respect of:

- a) accidental death or bodily injury and/or;
- b) accidental loss or damage to third party properties;
- c) any payment for which You shall become legally liable to make to the landlord for repair or reinstatement costs as a tenant;
- d) all legal costs and expenses recovered by any claimant from the Insured.

All costs and expenses incurred under this Section should be with the written consent of the Insurer.

**Provided that the Insurer shall not indemnify the Insured in respect of:**

- 1) death, bodily injury, illness or disease to any person who at the time of sustaining such injury, illness or disease is engaged in the personal service of the Insured or to any member of the Insured's household.
- 2) Damage to property belonging to or in the care, custody or control of the Insured or a member of the Insured's household or of a person in the personal service of the Insured.
- 3) liability arising out of or incidental to:
  - i) the Insured's profession or business;
  - ii) the use of lifts, elevators, vehicles or watercraft;
  - iii) any animals other than domestic cats or domestic dogs;
  - iv) any liability which attaches by virtue of an agreement, but which would not have attached in the absence of such agreement.

#### **GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)**

The Insurer shall not be liable in respect of:

- 1) the amount stated in the Policy Schedule as the Deductible;
- 2) loss or Damage due to ordinary wear and tear, gradual deterioration or normal exposure to the weather or in the process of cleaning, washing, repairing or restoring any article;
- 3) loss or Damage attributable solely to changes in the water table level to Your Home;
- 4) Loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with or in consequence of any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a) War, civil war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), passive war; 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 this exclusion; or
- i) Consequential losses or Damages arising from any act referred to in this exclusion; 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 this exclusion; or
- k) Malicious Damage; or
- l) 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 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:

- i) The intention to influence or affect the conduct of any government (de jure or de facto); and/or
- ii) To put the public, or any section of the public in fear; and/or
- iii) To commit violence or threaten violence against one or more persons (whether legal or natural); and/or
- iv) Damaging tangible or intangible property; and/or
- v) Endangering life; and/or
- vi) Creating a risk to the health or safety of the public or a section of the public; and/or
- vii) An act designed to interfere with or disrupt an electronic system.
- viii) Disrupting or interfering with a national economy or any segment of a national economy.

For the purpose of this exclusion, 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.

If the Insurer alleges that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this Contract the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. Any loss or damage arising out of hazardous acts or activities carried out at the insured's premises and/or any liability resulting out of it;

- 5) Cash, currency, bank notes, negotiable documents, other instruments of money, deeds, bonds and other personal documents.
- 6) Any loss, Damage, expense or liability directly or indirectly caused by or arising from or in consequence of or contributed to by
  - a) nuclear weapons material;
  - b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and solely for the purpose of this General Exception, combustion shall include any self-sustaining process of nuclear fission.

- 7) Consequential loss or Damage of any kind except as provided in Section IV of the Policy.
- 8) Sanctions Limitation Exclusion Clause  
No Insurer shall be deemed to provide cover and not shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)**

### **1) Interpretation**

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

### **2) Premium Received**

No payment in respect of any premium shall be deemed to be paid to the Insurer, unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Insurer shall have been given to the Insured. However, the Insurer is considered to have received the premium once the premium is received by the appointed Agent of the Insurer.

### **3) Misrepresentation, Misdescription & Non-Disclosure**

This insurance shall be voidable if there has been misrepresentation, misdescription or non- disclosure of any material fact and consequently, this insurance will become without legal effect and/or unenforceable.

(Definition: A material fact is one which affects the judgement of the Insurer in deciding whether to accept a risk or not and if it decides to accept the terms on which it will do so. For an existing insurance, it affects its judgement of whether it wishes to continue to insure the risk and if so on what terms).

### **4) Policy Cancellation Clause**

The Condition relating to cancellation of the Policy is amended to read as follows:

This Policy may be terminated at any time at the request of the Insured. This Policy may also at any time be terminated at the option of the Insurers on thirty (30) days' notice to that effect being given to the Insured. In the event of cancellation, the Insurers shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation provided there have been no claims under the insurance during the period to the date of cancellation.

### **5) Forfeiture of benefits**

If any claim is fraudulent in any respect or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or by anyone acting on his behalf to obtain any benefit under this Policy or if any Damage is caused by the willful act or with the connivance of the Insured, all benefit under this Policy shall be forfeited.

### **6) Subrogation**

The Insured shall at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon its paying for or making good any loss, 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 Insurer.

### **7) Other Insurance (Contribution)**

If at the time of any loss, destruction or Damage happening to any one of the Insured Items, there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering the same property, the Insurer shall not be liable to pay or contribute more than its rateable proportion of such loss, destruction or Damage.

### **8) Alteration**

This Policy shall be avoided if after the commencement of this insurance:

- a) the interest of the Insured ceases other than by death or
- b) any alteration be made at Your Home whereby the risk of loss destruction or Damage is increased unless admitted by the Insurer in writing.

### **9) Claims Procedure**

A. On the happening of any loss or Damage the Insured shall forthwith give notice thereof to the Insurer, and shall within 15 days of the loss or Damage, or such further time as the Insurer may in writing allow in that behalf, deliver to the Insurer:

- a) a claim in writing for the loss and Damage containing as particular and account as maybe reasonably practicable of all



the several articles or items of property insured that are claimed to be Damaged or destroyed, and of the amount of the loss or Damage thereto respectively, having regard to their value at the time of the loss or Damage, not including profit of any kind.

b) particulars of all other insurances, if any,

The Insured shall at all times at their own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates, or copies thereof, documents, proofs and information with respect to the claim and its origin and cause and the circumstances under which the loss or Damage occurred, and any matter touching the liability or the amount of the liability of the Insurer as may be reasonably required by or on behalf of the Insurer. No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

- B. If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof by the Insured or by any person(s) acting on behalf of the Insured to obtain any benefit under this Policy, or, if the loss or Damage occasioned by the willful act, or with the connivance of the Insured or, if the claim be made and rejected and an action or suit be not commenced within 3 (three) months of such rejection, or (in case of an arbitration taking place in pursuance of the Condition 18 of this Policy) within 3 (three) months of the arbitrator(s) or umpire having made their award, all benefit under this Policy shall be forfeited.
- C. The Insurers may at their sole option reinstate or replace the property insured or any part thereof that is lost, Damaged or destroyed instead of paying the amount of the loss or Damage, or may join with any other company in so doing, but the Insurer shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and in no case shall the Insurer be bound to expend more than it would have cost to reinstate such Property Insured as it was at the time of the occurrence of such loss, destruction or Damage and not more than its sum insured stated in the Policy Schedule.
- D. If the Insurer so elect to reinstate or replace any property insured the Insured shall at its own expense, furnish the Insurer with such plans, specifications, measurements, quantities, and such other particulars as the Insurer may require, and no acts done, or caused to be done by the Insurer with a view to reinstatement or replacement shall be deemed an election by the Insurer to reinstate or replace.
- E. If in any case the Insurer be unable to reinstate or repair the property insured because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings or otherwise, the Insurers shall, in every such case, be liable to only pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
- F. The Insured shall, at the expense of the Insurer do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon its paying for or making good any loss, destruction or Damage under this Policy, whether such acts and things shall be or become necessary or required before or after the indemnification of the Insured by the Insurer.

**For assistance, please contact us at: +974 4402 68888**

**E-mail: [generalclaims@seibinsurance.com](mailto:generalclaims@seibinsurance.com)**

**For detailed procedure, please visit to our Website: [www.seibinsurance.com](http://www.seibinsurance.com)**

## 10) Insurer's Rights

On the happening of any Damage to any of the property insured by this Policy, the Insurer may:

- take steps to keep possession of Your Home where the Damage has happened. However, the powers conferred by this condition shall be exercisable by the Insurer in a reasonable manner and only for the purpose of salvage;
- take possession of any property of the Insured at Your Home at the time of the Damage;
- keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same;
- sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurer at any time until notice in writing is given by the Insured that he makes no claim under this Policy or if any claim is made until such claim is finally determined or withdrawn and the Insurer shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person acting on his behalf shall not comply with the requirements of the Insurer or shall hinder or obstruct the Insurer in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

#### **11) Fall or Displacement**

The validity of this policy and its endorsements expires if insured building collapses or cracking totally or partially, or buildings containing the insured items which leads to increasing risks, unless that collapse, or cracking is due to an Insured Peril.

If any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by covered peril under this policy shall be upon the Insured.

#### **12) Time Limitation**

If any dispute shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such dispute shall be referred to an arbitrator or arbitrators to be appointed by the parties in accordance with the statutory provisions for the time being in force and the making of an award shall be a condition precedent to any right of legal action or suit in a court of law against the Insurer.

In no case whatever shall the Insurers be liable for any loss or Damage after the expiration of twelve (12) months from the happening of the loss or Damage unless the claim is the subject of pending action or arbitration.

#### **13) Reinstatement of Sum Insured**

The Sum Insured under this Policy shall stand reduced by the amount of loss paid unless pro-rata premium is paid to reinstate the sum insured from the date of such loss to the expiry of the Period of Insurance.

#### **14) Reasonable Precautions**

The Insured shall take all reasonable precautions to prevent Damage.

#### **15) Average (Underinsurance)**

If the actual value of the Insured Items (mentioned in the Policy Schedule) shall at the time of any loss, destruction or Damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.

#### **16) Notices**

Every notice and other communication to the Insurer required by these conditions must be written or printed.

The Insurer may inform to the insured of the policy renewal or expiry date in a timely manner.

#### **17) Warranties**

Every warranty to which this Policy or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such warranty in so far as it increases the risk of Damage shall be a bar to any claim in respect of such Damage provided that whenever this Policy is renewed, a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

#### **18) Arbitration**

All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the insurer.

The sitting of the board of Arbitration shall take place in the country where this policy is issued.

#### **19) Repair and Replacement**

The Insurer may at its option, repair or replace the property Damaged or any part thereof instead of paying the amount of the Damage or may join with any other company or insurers in so doing but the Insurer shall not be bound to repair exactly or completely but only as circumstances permit and in a reasonably sufficient manner and in no case shall the Insurer be bound to expend more in repair than it would have cost to repair such property as it was at the time of the occurrence of such Damage nor more than in respect of any one of the Items insured in the Policy Schedule, the Sum Insured thereon.

If the Insurer so elects to repair or replace any property, the Insured shall at his own expense furnish the Insurer with such plans, specifications, measurements, quantities and such other particulars as the Insurer may require and no acts done or caused to be done by the Insurer with a view to repair or replacement shall be deemed an election by the Insurer to repair or replace. If in any case, the Insurer shall be unable to repair or replace the property hereby insured because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Insurer shall in every such case only be liable to pay such sum as would be required to repair or replace such property if the same could lawfully be reinstated to its former condition.

**20) Observance of Terms**

The due observance and fulfilment of the terms and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Insurer.

**21) Geographical/Territorial Scope, Jurisdiction and Applicable Law**

This Policy is limited to the State of Qatar and any dispute or controversy arising out of or in connection with it shall be governed by Qatari Law and referred to the Committees mentioned in the Qatari Law.

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