

الشركة العمانية المتحدة للتأمين ش.م.ع.م. OMAN UNITED INSURANCE CO. S.A.O.C.

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س . ت رقم : ١/٥٨٨١٤/١
رس ش ت : ٢٠

HOUSEHOLDER'S COMPREHENSIVE POLICY INSURING CONDITIONS

SECTION I – LOSS OF OR DAMAGE TO THE BUILDINGS

The Company will subject to the limits of Liability, indemnify the Insured against loss of or damage to the Buildings caused by an Insured Peril.

The Company may at its option repair, reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage.

SECTION II – LOSS OF OR DAMAGE TO THE CONTENTS

The Company will, subject to the Limits of Liability, indemnify the Insured against:

(A) Loss of or damage to the Contents, whilst contained in the Buildings, caused by an Insured Peril.

The indemnity provided by Section II (A) shall extend to apply to the Contents whilst temporarily removed from the buildings but remaining in the Geographical Area.

Provided that:

- (1) this extension shall not apply to:
 - (a) property otherwise insured
 - (b) property removed for sale or exhibition
- (2) the amount recoverable under this extension shall not exceed in respect of each Item in this Specification, 15 percent of the Sum Insured under Section II (Contents).

(B) Breakage of mirrors, other than hand mirrors, whilst contained in the Buildings.

The Company may at its option repair, reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage.

SECTION III – ADDITIONAL EXPENSE OF ALTERNATIVE ACCOMMODATION AND LOSS OF RENT

In the event of the Buildings being rendered uninhabitable by an Insured Peril, the Company will, subject to the Limits of Liability, indemnify the Insured, against:

- (i) reasonable additional expense for alternative accommodation.
- (ii) loss of rent payable to the Insured.

actually incurred by the Insured during the period necessary for the reinstatement of the Buildings.

SECTION IV – LIABILITY TO THE PUBLIC

The Company will, subject to the Limits of Liability, indemnify the Insured against all sums for which the Insured may be legally liable:

- (A) as owner of the Buildings
- (B) as a private householder/office occupying the Buildings in respect of:

- (1) accidental bodily injury (whether fatal or not)
- (2) accidental damage to property

occurring in or about the Buildings during the Period of Insurance.

Provided that the Company shall not be liable in respect of:

- (a) bodily injury to any person being a member of the Insured's family or householder or at the time of sustaining such injury engaged in and upon the service of the Insured.
- (b) damage to property belonging to or in the charge of or under the control of the Insured or a member of the Insured's family or household or of a person in the service of the Insured.
- (c) bodily injury or damage arising out of or incidental to:
 - (i) the Insured's profession or business
 - (ii) the use of vehicles
- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

In addition, in respect of a claim to which the indemnity expressed in this Section applies, the Company will pay:

- (a) all costs and expenses recovered by any claimant from the insured.
- and
- (b) all costs and expenses incurred with the written consent of the Company.

SECTION V – LIABILITY AS TENANT FOR LOSS OR DAMAGE TO THE BUILDINGS WHEN THE BUILDINGS ARE NOT INSURED UNDER SECTION I

The Company will subject to the Limits of Liability, indemnify the Insured against all sums for which the Insured may be legally liable as tenant for loss or damage to the Buildings caused by an Insured Peril.

Provided that the Company shall not be liable

- (a) for loss or damage caused by fire, lightning or explosion in respect of the Buildings other than landlord's fixtures or fittings
- (b) for loss or damage caused by a person taking part in riot or strike or by any person of malicious intent.
- (c) whilst the Buildings are unfurnished

SECTION VI – LIABILITY AS TENANT FOR COST OF REPAIRING UNDERGROUND PIPES AND CABLES

The Company will subject to the Limits of Liability, indemnify the Insured against all sum for which the Insured may be legally liable as tenant for the cost of repairing accidental damage to domestic fuel oil pipes, underground water supply pipes, underground gas pipes or underground electricity cables which extend from the Buildings to the public mains.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
 - (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power
 - (c) an Excluded Peril
In any action, suit or other proceedings where the Company alleges that by reason of the provisions of this General Exception any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance the burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered shall be upon the Insured.
2. except as provided for under Insured Peril (3), any accident, loss, damage expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of confiscation, commandeering, requisition or destruction of or damage to the Buildings or the Contents by order of the Government de jure or defacto or any public, municipal or local authority of the country or area in which the Buildings are situated.
 3. Any accident, loss, damage, expense, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed by:
 - (a) nuclear weapons material
 - (b) ionising 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 3(b), combustion shall include any self-sustaining process of nuclear fission.
 4. consequential loss or damage of any kind except as provided in Section III.

DEFINITIONS

The term "Buildings" shall mean the buildings of the dwelling houses flats/office or guest houses of Standard Construction situate as described in the Specification attached to and forming part of this Policy and of all domestic offices, stables, garage and outbuildings including those used for recreational purposes of Standard Construction used solely in connection therewith and on the same premises and shall include interior decorations, landlord's fixtures and fittings therein and the walls, gates and fences around and pertaining thereto

Provided that for the purpose of SECTION I and III the Buildings shall be deemed to EXCLUDE

- (a) any property not belonging to the Insured or for which he is not legally responsible
- (b) any property the value of which is included in the Sum Insured under Section II (Contents).

For the purposes of this Policy the Buildings shall be deemed to be of Standard Construction if they are constructed of brick stone or concrete and have the external surface of the roof constructed of slates tiles concrete asphalt or of any entirely inc combustibles ingredients.

CONTENTS

The term "Contents" shall mean furniture, household goods and all other personal property, tenant's fixtures and fittings, all of which are owned by or are the legal responsibility of the Insured or of any permanent member of his household.

Provided that the Contents shall be deemed to EXCLUDE

- (a) Property more specifically insured under another policy
- (b) deeds, bonds, bills of exchange, promisory notes, cheques, travellers' cheques, securities for money, stamps, documents of any kind, cash currency notes, manuscripts, medals, coins, motor vehicles and accessories, pedal cycles and livestock unless specially mentioned herein
- (c) any property the value of which is included in the Sum Insured under Section I (Buildings)

CONDITIONS

1. This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it may appear.
2. The Insured shall:
 - (a) use all reasonable diligence and care to keep the Buildings in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for any injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.
 - and
 - (b) exercise all reasonable precautions for the maintenance and safety of the property insured under Section II.
3. In the event of any happening which may give rise to a claim under this Policy the Insured (or in the case of a claim under Section IV, V and VI, the Insured's personal representatives):
 - (a) shall give immediate notice in writing to the Company
 - (b) if there has been theft or any attempt threat, shall give immediate notice to the Police.
 - (c) shall at his (or their) own expense supply the Company with full particulars in writing as soon as possible and in the case of a claim under Section I or II not later than thirty days after the occurrence of the loss or damage.
 - (d) if a claim may arise under Section IV, V or VI shall send to the Company and writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
 - (e) shall not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent
 - (f) shall give the Company all such information as the Company may reasonably require.
4. The Company shall be entitled:
 - (a) on the happening of any loss or damage for which indemnity is provided under Section I or II to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy, or any copy thereof certified by the Company, shall be proof of leave and licence for such purpose but no property may be abandoned to the Company
 - (b) to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit, but in the name of the Insured, to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy
 - (c) to pay at any time to the Insured the limit of Liability under Section IV, V and VI or any lesser amount for which any claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that section in connection with such claim or claims except for costs and expenses recoverable from the Insured or incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.
5. If at any time any happening giving rise to any loss, damage, expense, or liability for which indemnity is provided under this Policy there shall be any other insurance against such loss, damage, expense or liability or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
6. If any Claim under this Policy shall be in any respect fraudulent or in any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefit hereunder shall be forfeited.
7. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued. The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability hereunder.

8 This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the premium shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Company 'by 30 days' notice given in writing to the Insured at his last known address and the premium shall be adjusted on the basis of the Company receiving or retaining pro rata premium.

LIMITS OF COMPANY'S LIABILITY IN RESPECT OF EACH ITEM IN THE SCHEDULE

Under SECTION I

Loss of or damage to the Buildings :-
in respect of loss or damage occurring during any one Period of Insurance – the Sum Insured.

Under SECTION II

Loss of or damage to the Contents:-

- (a) In respect of any one article (furniture, household appliances, radio and television sets, pianos and organs excepted) 5 percent of the Sum Insured unless such article is declared and recorded in the Specification.
- (b) In respect of loss or damage occurring during any one period of Insurance the Sum Insured

Under SECTION III

Additional Expense of Alternative Accommodation and Loss of Rent:
10 percent of the amount produced by adding together the Sum Insured under Section I and II.

Under SECTION IV

Liability to the Public :-
RO 25,000 any one accident and in aggregate during Policy period.

Under SECTION V

Tenants Liability – Buildings :-
10 percent of the Sum Insured Under Section II.

Under SECTION VI

Tenants liability to Underground Pipes and Cables:-
10 percent of the Sum Insured Under Section II.

INSURED PERILS

- (1) FIRE, LIGHTNING, THUNDERBOLT OR SUBTERRANEAN FIRE.
- (2) EXPLOSION
- (3) RIOT STRIKE AND MALICIOUS DAMAGE which for the purpose of this Policy shall mean:
 - (a) 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.
 - (b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence of any such disturbance.
 - (c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
 - (d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequence of any such act
 - (e) The malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an Excluded Peril

Exclusion to Insured Perils (2) and (3):-

No claim shall lie under this Policy for loss or damage caused by ANY ACT OF ANY PERSON acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de fact or to the influencing of it by terrorism or violence.

- (4) AIRCRAFT OR OTHER AERIAL DEVICE or any article dropped therefrom.
- (5) BURSTING OR OVERFLOWING OF A WATER TANK APPARATUS OR PIPE EXCLUDING
 - (a) under SECTIONS I and V in respect of each and every claim the excess stated in the Schedule.

- (b) damage caused thereto
- (c) Under SECTION I loss or damage occurring while the Buildings are left unfurnished.
- (d) the first RO 50 of each and every loss

- (6) BURGLARY, HOUSEBREAKING, THEFT OR LARCENY or any attempt thereat excluding loss or damage whilst the Buildings are let or sub-let other than to an employee of the Insured or of a Principal of the Insured unless such loss or damage is consequent upon actual forcible and violent breaking into or out of a Building or any attempt thereto

Provided that under Section II during any period when the Buildings are left without an inhabitant cover against Burglary, Housebreaking, Theft or larceny is suspended from the beginning of the forty-sixth consecutive day of such unoccupancy in any period of Insurance.

- (7) IMPACT WITH THE BUILDINGS by any road vehicle or animal not belonging to nor under the control of the Insured or any member of his family normally residing with him but excluding the first RO 50 of each and every loss.
- (8) EARTHQUAKE OR VOLCANIC ERUPTION excluding under Section I in respect of each and every claim the Excess stated in the Schedule.
- (9) STORM, TEMPEST, FLOOD excluding following under Section I and II

- (a) Loss or damage in respect of any building in course of construction, reconstruction or repair (unless all outside doors, windows and other openings thereto are complete and protected against such perils), awnings, blinds, signs, external television and radio antennae, aerials, aerial fittings, masts and towers or other outdoor fixtures and fittings (including gates and fences) and movable property in the open or property in transit.

(see also the General Exceptions)

- (b) Loss of or damage to drains or watercourses, roads, land developments, standing timber or trees, shrubbery, growing crops, conductors, cables, wires and their supports, lighting fixtures, conduits and tunnels outside the plinth/foundation of the buildings insured, property underground;
- (c) destruction or damage by subsidence or landslip or frost;
- (d) inundation from the sea;
- (e) Loss or damage caused by water or rain, whether driven by wind or not, unless the building insured or containing the property insured shall first sustain actual damage to the doors or roof or walls by the direct force of storm or tempest and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through doors or openings in the roof or walls made by the direct force of the Storm or Tempest.
- (f) Loss or damage by rain or water (other than flood) occasioned by or as a result of leakage through roof or ceiling or as a result of doors, windows or roof lights being left open or in a defective condition;
- (g) seepage of water through roof, ceiling or through walls
- (h) Properties situated in Wadis or watercourses.
- (i) Under Section I and II in respect of each and every claim RO 100/- at each location covered.

Definition: FOR THE PURPOSE OF THIS EXTENSION, FLOOD IS DEFINED AS THE ESCAPE OF WATER FROM THE NORMAL CONFINES OF ANY NATURAL OR ARTIFICIAL WATERCOURSE (OTHER THAN WATER TANKS, APPARATUS, OR PIPES) OR LAKE, RESERVOIR CANAL OR DAM.

MEMORANDA

MEMO 1 – AUTOMATIC INCREASE AND ADDITIONS

- The insurance by this Policy provides for the automatic acceptance by the Company of
 - (a) increase in respect of each item upto an amount not exceeding 20% of the amount produced by adding together the Sum Insured under Sections I and II.
 - (b) additional amounts in respect of newly acquired property before it has been included in the Specification not exceeding in respect of Buildings and Contents RO 25,000 any one acquisition.

It being understood that the Insured undertakes to declare to the Company any such increases or additional amounts at the end of each quarter and to pay any additional premium required, the policy to be endorsed accordingly.

Following the advice of any such increases or additional amounts the provisions hereunder shall be fully reinstated.

MEMO 2 – REINSTATEMENT MEMORANDUM

It is hereby declared and agreed that in the event of the property insured by each item of the Specification forming part of this Policy being destroyed or damaged, the basis upon which the amount payable under each of the said Items is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the Insured property when new, subject to the following special provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

SPECIAL CONDITIONS:

1. The work of replacement 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 Company not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow: otherwise no payment beyond the amount which would have been payable under the Policy if this Memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this Memorandum had not been incorporated therein.
3. If at the time of reinstatement the sum representing 85 per cent of the cost which would have been incurred in reinstatement if the whole of the property covered by such Item had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction or damage to such property by any other peril hereby insured against, then the Insured shall be considered as being his own Insured for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole property and shall bear a retable proportion of the loss accordingly.
4. This Memorandum shall be without force or effect if
 - (a) the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
 - (b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

MEMO 3 – PUBLIC AUTHORITIES' REQUIREMENTS

The insurance by each Item of the Specification forming part of this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act, Law or Decree of the Country or with Bye-Laws of any Municipal or Local Authority, provided that:-

1. The amount recoverable under this extension shall not include
 - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws.
 - i) in respect of destruction or damage occurring prior to the granting of this extension
 - ii) in respect of destruction or damage not insured by the Policy.
 - iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage
 - iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged.

(b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to the condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen

(c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

2. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
3. If the liability of the Company under any item of the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension in respect of any such Item shall be reduced in like proportion.
4. The total amount recoverable under any Item of the Policy shall not exceed the Sum Insured hereby.
5. All conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated therein.

MEMO 4 – ARCHITECTS, SURVEYORS, CONSULTING ENGINEERS AND LEGAL FEES

It is hereby agreed and declared that the insurance by each item of the Specification forming part of this Policy extends to include an amount in respect of Architects', Surveyors', Consulting Engineers', Legal and Other Fees necessarily incurred in the reinstatement of the Property insured consequent upon its destruction or damage by an Insured Peril, but not for the preparation of any claim, it being understood that the amount payable for such Fees shall not exceed those authorised under the scale of the appropriate Institute regulating such charges and further that the total liability for such destruction or damage and Fees shall not exceed in the aggregate the Sum Insured.

MEMO 5 – REMOVAL OF DEBRIS

It is understood that the insurance of each Item of the Specification forming party of this Policy extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in

- (a) removing debris
- (b) dismantling and or demolishing
- (c) shoring or propping up

of the portion or portions of the property insured destroyed or damaged by an Insured Peril.

The liability of the Company under this clause and the Policy in respect of any Item shall in no case exceed the Sum Insured thereby.

FOR OMAN UNITED INSURANCE CO. S.A.O.C.

GENERAL MANAGER