

# Mortgage Shield Property Insurance Terms and Conditions



We welcome you as Standard Chartered Bank Mortgage Loan Borrower to enjoy the benefits offered under this Mortgage Shield Property Insurance. We request you to go through the cover details in order to understand thoroughly the cover offered.

## **A. IMPORTANT NOTICE**

- The scope of cover includes protection for any loss or damage to the property subject to terms and conditions of the Policy issued by the Insurer (as defined below) to the Bank. All the claims under the cover will be coordinated with / by the Bank and will only be settled through the Bank. Upon any money's becoming payable under this Policy the same shall be paid by the Insurer to the Bank and such payments shall be received by the Bank.
- The Geographical Limit under this Cover is UAE.
- The cover is subject to the jurisdiction of the competent courts of the United Arab Emirates.
- The Bank reserves the right, at any time, to amend the terms and conditions and/or to reject, discontinue or cancel the Cover/benefits applicable either wholly or partially without assigning any reason thereof.
- A Borrower is eligible for coverage if he/she is a UAE resident, owns a property in the UAE and the property is a standard construction property (which means any property built entirely from brick, stone, or concrete and roofed with tiles, concrete or metals). Property used for business purposes is not covered.
- A Borrower's coverage shall terminate from the date the Borrower is no longer eligible for coverage as per the Bank's rules.
- Standard Chartered Bank is not at any time considered as an agent of AXA Insurance (Gulf) B.S.C. (c)
- This Policy is underwritten by AXA Insurance (Gulf) B.S.C.(c) and Terms & Conditions of the standard AXA Home Comfort Policy apply

## **B DEFINITIONS**

Wherever the following words or phrases occur, they will have the meaning described below (unless stated otherwise)

**Bank** means Standard Chartered Bank UAE.

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

**Borrower** means the person to whom the bank has advanced a mortgage loan and who has not been disqualified by the provisions of this Policy to be eligible to receive the benefits under this Policy.

**Buildings** Your Home built of brick stone or concrete and roofed with incombustible material and including any domestic garages and outbuildings swimming pools, terraces, patios, drives and footpaths, walls, fences and gates and landlord's permanent fixtures and fittings.

**Company/Insurer/We/Ours/Us** means AXA Insurance (Gulf) B.S.C. (c)

**Cards** Credit, debit, bankers and cash dispenser cards all held for social, domestic or charitable purposes.

**Excess** The amount you will have to pay towards any claim.

**Geographical Limits** The country where your Home is situated.

**Home** The private dwelling and its garages and outbuildings all located at the address provided by the Bank and used solely for domestic purposes.

**Insured/Insured person /you/your** The person(s) named in the declaration provided by the Bank and members of the family permanently residing with him/her.

**Schedule** The validation page Insurance Certificate setting out the name of the Insured, Period of Insurance, Sections insured, Sums insured and other particular or special conditions and terms applying to your insurance.

**Sum Insured** The declared value of the property or the amount provided by the Bank in its declaration representing the maximum amount payable for any number of claims arising out of one occurrence.

**Unoccupied** Not lived in by you or by any other person with your permission for more than 60 consecutive days.

## **C. COVER**

Section 4 (Part A, C & D) and Section 5 of the AXA Insurance (Gulf) B.S.C. (c) Home Comfort Policy apply:

### **Section 1 Buildings**

#### **Part A**

Property Insured

1. Building
2. Landlords furniture fixture and fittings

#### **Cover**

We will provide cover for:

Loss of or damage to the buildings by the following causes:

1.
  - i. Fire, explosion, lightning or Earthquake
  - ii. Smoke

But not due to any gradually operating cause

2. Storm and Flood  
But not
  - a. Loss or damage caused by frost
  - b. Loss or damage to fences and gates
3.
  - i. Riot, civil commotion, strikes and labor disturbances
  - ii. Malicious persons or vandals

But not

  - a. loss or damage occurring while the Home has been left Unoccupied
  - b. Loss or damage caused by you, your paying guests or tenants or residents
4. Collision by
  - i. Aircraft or other aerial devices or articles dropped from them
  - ii. Vehicles or animals

But not

Loss or damage caused by domestic animals

5.
  - i. Escape of water from watertanks pipes or apparatus or fixed heating installations or domestic appliances.
  - ii. Freezing of water in tanks apparatus or pipes.
  - iii. Leakage of heating fuel from a fixed heating installation.

But not

- a. Loss or damage occurring while your Home has been left Unoccupied
  - b. Loss or damage to the component or appliance from which the water or oil escapes
  - c. Costs of locating and rectifying the source of escape of water or oil
- 
6. Theft or attempted theft involving forcible and violent entry to or exit from the building.

But not

- a. Loss or damage occurring while your Home has been left Unoccupied
  - b. Loss or damage caused by you, your paying guest or tenants or residents
- 
7. Falling radio and television receiving aerials (including satellite dishes) their fittings and masts.

8. Falling trees or parts thereof

When a claim is accepted, cover includes within the Building sum insured:

- i. Architects and surveyors fees necessarily incurred in the reinstatement of the Building. The amount payable for such fees shall not exceed those authorized by the respective professional institute.
- ii. The cost of removing debris demolishing shoring or propping up the damaged parts of the Building necessarily incurred with our written consent.
- iii. The additional cost of reinstatement of the Building necessarily incurred to comply with statutory or other building regulations or municipal or local authority byelaws.

But not

- a. Fees for preparing any claim
- b. Any cost resulting from a notice served on you prior to the date of destruction or damage

## **Part B Damage to Services**

Accidental damage by external means to

- i. Cables or underground pipes providing services to or from the Building.
- ii. Septic tanks and drain inspection covers for which you are legally held responsible.

All such payment shall not exceed 10% of the Building sum insured.

## **Part C Breakage of fixed Glass and Sanitary Fixtures**

Accidental breakage of fixed glass forming part of the Building including glass in solar panel units and fixed baths shower trays shower screens bidets wash basins splash backs pedestals sinks lavatory pans and cisterns (and their fixtures and fittings)

But not

Breakage occurring while the Home has been left Unoccupied

## **Section 2 Accidental Damage to Buildings**

We will extend cover provided under Section 1 to include damage by accidental means to the Buildings

But not

- a. Loss or damage while the Building has been left Unoccupied
- b. Damage arising from
  - i. Wear tear settlement or shrinkage mold vermin insects fungus atmospheric climatic or weather conditions or domestic animals or birds any gradually operating cause

- ii. The use of defective materials defective design or faulty workmanship
  - iii. Any building work comprising alterations renovations additions and repairs to the Building
  - iv. Subsidence and/or heave and/or collapse of the Building and/or landslip
- c. The cost of maintenance or normal upkeep
  - d. Any loss destruction or damage specially excluded elsewhere in Section 1 of this document.

## **D. SPECIAL CONDITIONS**

### **For Buildings**

(Sections 1 and 2)

#### **Sum Insured**

The sum(s) insured must at all times represent the full cost of rebuilding to the same specification including demolition costs and architects and surveyors' fees.

#### **Claims settlement**

At our option we will indemnify you by payment reinstatement replacement or repair. However we will not pay any reduction in the market value of the Home resulting from reinstatement replacement or repair of the damaged parts of the private dwelling.

In settling claims for loss or damage there will be no deduction for wear tear and depreciation. Our liability in respect of loss or damage arising out of one occurrence shall not exceed the sum insured. The sum(s) insured will not be reduced by the amount of any claim payment.

#### **Excess**

An amount of AED 1,000 will be deducted from any claim under Sections 1 & 2 of this document.

Only one excess will apply in the event of a claim under more than one item arising out of the same occurrence at the same time.

#### **Sale of home**

If you enter into a contract to sell any building insured by this Policy and between exchanges of contracts and completion of the sale such building is destroyed or damaged the purchaser shall be entitled to any benefit from



this insurance in respect of such destruction or damage when the sale is completed provided the building is not otherwise insured by the purchaser or on his/her behalf. See also General Conditions provided later.

## **E. GENERAL EXCLUSIONS**

We will not pay for:

### **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:

- a. 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.
- b. 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.
- c. 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 whatsoever 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 a), b) and/or c) above.

### **Radioactivity**

- a. i. 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.

- ii. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising 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.
- b. Any accident loss destruction or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### **Sonic Bangs**

Loss destruction or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### **Pollution or Contamination**

- a. Any loss arising from pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by
  - i. Pollution or contamination which itself results from a peril insured against.
  - ii. Any peril insured against which itself results from a pollution or contamination.
- b. Any liability in connection with disposed or dumped waste materials or substances.

### **Cyber risk**

Losses arising directly or indirectly from:

- a. the loss of, alteration of, or damage to  
or
- b. a reduction in the functionality, availability or operation of a computer system, hardware programme, 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 programme 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. GENERAL CONDITIONS**

### **1. Interpretation**

The Schedule or Insurance Certificate and the Sections mentioned in this document form part of this Policy and the expression 'this Policy' wherever used in this contract shall be read as including the Schedule or Insurance Certificate and the terms & conditions mentioned in this document. Any word or expression to which specific meaning has been given in any part of this Policy shall bear that meaning wherever it appears.

### **2. Your duty to prevent loss or Damage**

- a. You and any other person to whom this insurance applies shall take all reasonable precautions to prevent accidents loss or damage.
- b. All property insured under this Policy shall be maintained in good condition.

### **3. Claims**

#### **Your Duty**

You shall on the happening of any event likely to lead to a claim under this Policy

- a. Notify the police immediately if any property is lost stolen or maliciously damaged.
- b. Report in writing to us without unnecessary delay within 45 days and provide all information and assistance which we may reasonably require.
- c. Take all reasonable steps to recover any lost or stolen property and advise us without unnecessary delay if such property is returned to you.
- d. Forward all correspondence legal process or any other document to us unanswered.
- e. Refrain from discussing liability with any third party.
- f. To register the claim you should contact AXA

at 8004845. Upon registering the claim and completing the claims form and providing all other necessary documents pertaining to your claim, the claim will be settled within 7 working days.

### **Our rights**

- a. We shall be entitled to
  - i. Take over and conduct in your name the defense or settlement of any claim or
  - ii. Prosecute in your name for our own benefit any claim for indemnity or damages or otherwise
- b. We shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- c. No property may be abandoned to us
- d. The claim will be settled with the Bank directly by the Company.

### **Limit**

In respect of any claim or series of claims for which this Policy indemnifies you against your legal liability we may at any time pay you:

- a. The limit of indemnity (after deduction of any sum (s) already paid as compensation) or
- b. Any lesser amount for which such claim(s) can be settled

Once the payment has been made we 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.

## **4. Fraud**

If any claim is in any respect fraudulent or if any fraudulent means including inflation or exaggeration of the claim or submission of forged or falsified documents are used to obtain benefit by you or anyone acting on your behalf all benefits under this Policy shall be forfeited.

## **5. Other insurance**

If there is any other insurance covering the same

contingencies we shall not be liable to pay or contribute more than our rateable proportion.

## **6. Underinsurance**

If on the happening of a claim the property at risk is of greater value than the sum Insured, the amount payable will be reduced in proportion.

## **7. Cancellation**

We may cancel this Policy by sending 90 days' notice to the Bank and you shall be entitled to a return of premium corresponding to the unexpired Period of Insurance for which premium has been paid.

## **8. Changes in Circumstances**

If the circumstance in which the insurance was entered into are materially altered without our written consent this Policy shall be voidable.

## **9. Jurisdiction**

This Policy applies only to judgments delivered by or obtained from a court of competent jurisdiction in the UAE. The parties shall have the right to file cases in UAE courts in the event of any dispute arising out of this policy.

## **10. Your Duty to Comply with Policy terms**

Without prejudice to our other rights your observance of the terms of this Policy is a condition precedent to our liability to make any payment under this Policy.

## **G. GENERAL INFORMATION**

These do not form part of the Policy wording but are for your guidance.

### **Basis of Sum(s) insured**

Building sum(s) insured should be based on the cost of rebuilding your property to the same specification including garages outbuildings and permanent fittings (see the definition contained in the Policy) plus an amount of approximately 15% to cover demolition costs and architects' and surveyors' fees.

Market value is not necessarily an accurate indication

of rebuilding costs. Sum(s) insured should be based on the full cost of replacing all the property insured without allowance for wear tear and depreciation except for clothing household linen and pedal cycles. If a sum insured is inadequate at the time of a loss then your claim settlement may be reduced.

If you add to the value of your property (for example by extending the Building) please remember to tell us so that your sum(s) insured can be adjusted accordingly.

### **Automatic increase in sum Insured**

Building sums insured can be made subject to this clause to provide a good measure of protection against inflation provided that your sum(s) insured are correct at the outset.

However in your own interest you should review these regularly.

Don't forget to tell us if your home is to be left unoccupied for more than 60 consecutive days for which an additional premium may be required if we agree to extend the unoccupancy period.

## **Safety Precautions**

### **Fire**

1. Smoke Detectors save lives. Protect your home and family by installing a detector which senses the smoke from developing fires and sounds a loud warning alarm.
2. Ensure gas fittings are regularly maintained.
3. Avoid storage of gas cylinders/bottles inside the house.
4. Ensure extractor or exhaust fans are not left to run continuously.
5. Do not leave a pan of oil unattended on the cooker; if it catches fire do not use water smother it with a fire blanket or a damp cloth.
6. Do not let children play with matches or fire.
7. Check electrical plugs and leads regularly and do not overload electrical circuit.

## Burst pipes

1. Protect all exposed water pipes.
2. Make sure that all taps are tightly closed to prevent wastage of water.
3. Make sure that the mains are closed when you are going away on a holiday, even if for a few days.

## Theft

1. Make sure you have good quality locks fitted to your entrance doors and all accessible windows.
2. Do not leave the keys under a mat or any place where they can be easily found.
3. Do not keep large sums of money at home.
4. Do not leave valuable property in unattended vehicles.
5. Photographs of valuables or copies of valuations are helpful in the event of theft or loss.

## H. CONTACT INFORMATION

Should you require any further information or assistance, there are three easy ways to contact us:

### By Phone

- Call our 24-hour Phone Banking team on 600 5222 88 within the UAE or +971 600 5222 88 from outside the UAE

### At the Branch

- Visit our Home Finance Service Desk at the following branches:

Emaar Business Park Branch Emaar Business Park, Building 3 Dubai, United Arab Emirates	Branch working hours:  Saturday to Wednesday 8.00 am to 3.30 pm Thursday 8.00 am to 2 pm
Dubai Branch Al Mankhool road, next to Majestic Hotel Dubai, United Arab Emirates	
Deira Branch Baniyas Square, near Twin Towers Dubai, United Arab Emirates	
Dubai Mall Branch Banks Section, next to Feet First Dubai, United Arab Emirates	Dubai Mall Branch Operating hours: Saturday to Thursday 10.00 pm to 10.00 pm (Teller Service till 8 pm, Personal Financial Consultant till 10 pm), Fridays 2.00 pm to 10.00 pm (Teller Service till 8 pm, Personal Financial Consultant till 10 pm)

### By Email

- Contact our Home Finance Service Desk via email at [HomeFinance.ServiceDesk@sc.com](mailto:HomeFinance.ServiceDesk@sc.com)

### Contact details of the Insurer:

AXA Insurance (Gulf) BSC (c)  
P O Box 290, Dubai United Arab Emirates  
Contact number : 04-4294057  
Email: [scb@axa-gulf.com](mailto:scb@axa-gulf.com)

