

Property all Risk Takaful Terms and Conditions

Dear Customer,

We are pleased to append below the Property Insurance Takaful coverage plan terms and conditions so that you may get a better understanding of the overall plan, general exclusions and the process for filing a claim.

PREAMBLE

Islamic Arab Insurance Company (**SALAMA**) hereinafter referred as "**The Company**" operates under the principle of Takaful therefore "insurance", "Insured and "Premium" whenever used in this contract will be replaced by "**Takaful**", "**Member**" and "**Contribution**" respectively.

It is hereby agreed and declared that the **Members** recognize that they are entering into **Takaful** contract and that in accordance with principle of **Takaful**; **members** are participating with other members on cooperative basis who subsequently have entered into a **Wakalah** contract with the Company. All contribution made by the **Members** to the **Company** will be managed under the principal of the **Wakalah** (Agency) as specified by the **Shari'ah**, therefore the Company will be entitled to charged a fixed **Wakalah** fee from the **contribution** made by the member. As for investments, the Company will invest the funds in accordance with principles of the **Mudarabah**; the **Company** will act as a **Mudarib** and will share the profits from such investments at agreed profit sharing ratio percentage.

The **Company** will calculate the result of all its **Takaful** contract at the end of the financial year according to standards specified by the Accounting and Auditing Organization for Islamic Financial (AAOIFI) and Generally Accepted Accounting Principles, International Accounting Standards in so far they are not in conflict with the provisions of Shari'ah.

The **Company** will distribute the surplus, if any, at the end if financial year among the **Members**. The **Members** will be entitled to receive part of surplus in proportion of his **Contribution** bears to total **Contribution** provided that **Member** has not incurred and/or has not received any benefit under respective Takaful contract. In case of the deficit the **Company** will extend loan to the **Members**, and will recover this loan from the future surplus accruing to **Members**. Repayment of loan will have precedence over distribution of the surplus in the subsequent year.

PLAN HOLDER/ MEMBER	STANDARD CHARTERED BANK and/or INDIVIDUAL PROPERTY OWNER UP TO THEIR RESPECTIVE RIGHTS AND INTERESTS
DEDUCTIBLE / EXCESS	AED 2,500/- EACH AND EVERY LOSS

In consideration of the Member having paid or agreed to pay to the SALAMA- ISLAMIC ARAB INSURANCE CO.(P.S.C) (hereinafter called "the Takaful Operator")

The Takaful Operator hereby agree subject to the terms, exceptions, limits and conditions contained herein or endorsed hereon (hereinafter referred to as 'the Terms of the Policy') that if during the Period of Takaful or during any further period in respect of which the Member shall have paid and the Takaful Operator shall have accepted the Takaful Amount required the Property Member or any part thereof shall be accidentally physically lost, destroyed or damaged the Takaful Operator will pay to the Member the value of the property at the time of the happening of its loss or destruction or the amount of such damage or at their option reinstate or replace such property or any part thereof

PROVIDED THAT

The liability of the Takaful Operator shall in no case exceed in respect of each item the sum if expressed in the Schedule to be Member thereon or in the whole the total sum Member hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Takaful Operator.

EXCEPTIONS

The Takaful Operator will not indemnify the Member in respect of

1. (a) Electrical or mechanical breakdown or derangement of plant, machinery or equipment,
- (b) Deterioration of property due to change in temperature or humidity or failure or inadequate operation of an air-conditioning, cooling or heating system,
- (c) Subsidence, ground heave, landslip, erosion, settling or cracking,

UNLESS EITHER

- (i) Caused by fire, lightning, explosion (for the purposes of this Exception “explosion” shall not mean the bursting or disruption of turbines, compressors, transformers, rectifiers, switchgear, engine cylinders, hydraulic cylinders, fly-wheels or other moving parts subject to centrifugal force or boilers, economisers or other vessels, machinery or apparatus in which pressure is used)

Aircraft or other aerial devices or articles dropped therefrom impact by vehicles, watercraft, locomotives or rolling stock, earthquake, storm, tempest flood

OR

- (ii) Resulting in the occurrence of any of the events in (i) above then the Takaful Operator will only indemnify the Member under the Terms of the Policy in respect of the resultant loss, destruction or damage.

2. Loss, destruction or damage to:-

- (a) Property in course of manufacture if such loss, destruction or damage is sustained while the Property is being actually worked on and directly resulting from such work,
- (b) Property in course of construction or erection,
- (c) Boilers, economisers, turbines or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture,
- (d) Plant, machinery or equipment during installation, dismantling or the stripping down and assembly in respect of any re-siting operations,
- (e) Electrical equipment or wiring caused by electrical current (other than lightning),
- (f) Money, cheques, bullion, negotiable instruments and securities of all kinds,
- (g) Animals, growing crops or standing timber,
- (h) Dams, reservoirs, piers, wharves, jetties, bridges or tunnels,
- (i) Any vehicle licensed for road use, railway locomotives and rolling stock, water craft or

aircraft or property contained in water craft or aircraft,

- (j) Property whilst in transit other than at any Premises described in the Schedule,
- (k) Documents, manuscripts, business books or computer systems records for the value to the Member of the information contained therein,

HOWEVER

the Takaful Operator will indemnify the Member in respect of loss, destruction or damage to:-

- (a) Documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up,
 - (b) Computer systems records but only for the value of the materials together with the costs and expenses necessarily incurred by the Member in reproducing such records (excluding any cost or expense in connection with the production of information to be recorded therein),
- 3.
- (a) Consequential loss of any kind or description whatsoever,
 - (b) Loss resulting from dishonesty, fraudulent action, trick, device or other false pretence,
 - (c) Loss resulting from theft unless accompanied by violence to persons or threat of violence or forcible and violent entry to or exit from the premises,
 - (d) Loss resulting from unexplained or mysterious disappearance or shortage revealed at any periodic inventory or shortages in the supply or delivery of materials or loss or shortage due to clerical or accounting error,
 - (e) The cost of replacing or rectifying defective materials, workmanship, design or defect or omission in design, plan or specification,
 - (f) Contamination, pollution, wear and tear, corrosion, vermin, fungus, rot, gradual deterioration, deformation or distortion, shrinkage, evaporation, loss of weight, change in flavour, colour, texture or finish or action of light,

- (g) The cost of normal upkeep or normal making good,
 - (h) The freezing or solidification of molten material,
4. Loss destruction or damage by storm, tempest, water, hail, frost or snow to property
- (a) In the open (other than buildings, structures and plant designed to exist and operate in the open),
 - (b) Contained in open-sided buildings,

UNLESS

So described and specifically Member as a separate item in the Schedule.

5. The amount stated in the Schedule as the Deductible in respect of each and every occurrence or a series of occurrences consequent on or attributable to one source or original cause giving rise to loss, destruction or damage the subject of indemnity under this Policy,
6. Any loss, destruction or damage directly or indirectly occasioned by or through or in consequence 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 or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by sabotage, terrorism or violence,
 - (c) (i) Permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority,
 - (ii) Permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the Takaful Operator are not relieved of any liability to the Member in respect of physical

damage to the Property Member occurring before dispossession or during temporary dispossession which is otherwise Member by this Policy,

- (d) The destruction of property by order of any public authority,

In any action, suit or other proceeding where the Takaful Operator allege that by reason of the provisions of Exceptions 6.(a) and 6.(b) above any loss, destruction or damage is not covered by this Takaful the burden of proving that such loss, destruction or damage is covered shall be upon the Member,

- 7. Any loss, destruction or damage directly or indirectly caused by or arising from or in consequence of or contributed to 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. Solely for the purpose of this Exception 7.(b) combustion shall include any self-sustaining process of nuclear fission.

- 8. Any loss, destruction or damage directly or indirectly caused by or arising from or in consequence of or contributed to by :-

- (a) Riot or malicious acts
- (b) Strikers, locked-out workers or persons taking part in labour disturbances

POLICY CONDITIONS

1. DEFINITION

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

2. MISDESCRIPTION

If there be any material misdescription of any of the Property Member or of any building or place in which such property is contained or any misrepresentation

as to any fact material to be known for estimating the risk or any omission to state such fact the Takaful Operator shall not be liable under this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission,

3. ALTERATION

Under any of the following circumstances the Takaful under this Policy ceases to attach as regards the property affected unless the Member before the occurrence of any loss or damage obtains the sanction of the Takaful Operator signified by endorsement upon the Policy by or on behalf of the Takaful Operator

- (a) if the trade or manufacture carried on be altered or if the nature of the occupation of or other circumstances affecting the building Member or containing the Member Property be changed in such a way as to increase the risk of loss or damage,
- (b) if the building Member or containing Member Property becomes unoccupied and so remains for a period of more than 30 days,
- (c) if the Property Member be removed to any building or place other than that in which it is herein stated to be Member,
- (d) if the interest in the Property Member passes from the Member otherwise than by will or operation of law.

4. CANCELLATION

This Takaful may be terminated at any time at the request of the Member in writing in which case the Insurer will retain the customary short period rate for the time the Policy has been in force. This Takaful may also be terminated at any time at the option of the Insurer on seven days notice to that effect being given to the Member in which case the insurer shall be liable to repay on demand a ratable proportion of the Takaful Amount for the unexpired term from the date of cancellation.

5. SAFEGUARDS AND MAINTENANCE

The Member shall at all times and as far as is reasonably practicable take steps to safeguard the Property Member and maintain it in a proper state of

repair. The Member shall also take steps to enforce the observance of all statutory provisions, manufacturer's recommendations and other regulations relating to the safety, use and inspection of the Property Member.

6. CLAIMS

On the happening of any loss, destruction or damage the Member shall forthwith give notice thereof in writing to the Takaful Operator and shall within 15 days after such loss, destruction or damage, or such further time as the Takaful Operator may in writing allow, at his own expense deliver to the Takaful Operator a claim in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property lost, destroyed or damaged and of the amount of such loss, destruction or damage thereto respectively having regard to their value at the time of the loss, destruction or damage together with details of any other Takafuls on any property hereby Member. The Member shall also give to the Takaful Operator all such proofs and information with respect to the claim as may be reasonably required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this Condition have been complied with,

In the case of property lost or stolen or if willful or malicious damage is suspected the Member shall immediately notify the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering lost or stolen property.

7. TAKAFUL OPERATOR RIGHTS AFTER A LOSS

On the happening of any loss, destruction or damage to any of the Property Member the Takaful Operator may:-

- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened,
- (b) Take possession of or require to be delivered to them any property of the Member in the building or on the premises at the time of the loss or damage,
- (c) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal

with the same,

- (d) 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 Takaful Operator at any time until notice in writing is given by the Member that they make no claim under this Policy or if any claim is made until such claim is finally determined or withdrawn and the Takaful Operator shall not by any act done in the exercise of their powers hereunder incur any liability to the Member or diminish their right to reply upon any of the conditions of this Policy in answer to any claim.

If the Member or any person on their behalf shall not comply with the requirements of the Takaful Operator or shall hinder or obstruct the Takaful Operator in the exercise of their powers hereunder all benefit under this Policy shall be forfeited.

The Member shall not in any case be entitled to abandon any property to the Takaful Operator whether taken possession of by the Takaful Operator or not.

8. FORFEITURE

If any claims upon this Policy be in any respect fraudulent or if any fraudulent means or devices are used by the Member or any one acting on his behalf to obtain any benefit under this Policy or if the loss, destruction or damage be occasioned by the willful act or with the connivance of the Member all benefit under this Policy shall be forfeited.

9. TIME LIMITATION

If a claim be made and rejected and an action or suit be not commenced within three months after such rejection or (in case of an arbitration taking place in pursuance of the Condition 15 of this Policy) within three months after the Arbitrator shall have made his award all benefit under this Policy shall be forfeited.

10. REINSTATEMENT

If the Takaful Operator elect or become bound to reinstate or replace any property the Member shall at his own expense produce and give to the Takaful Operator all such plans, documents, books and information as the Takaful Operator may reasonably require. The Takaful Operator shall not be bound

to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items Member more than the Sum Member thereon.

11. SUBROGATION

The Member shall at the expense of the Takaful Operator do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Takaful Operator for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Takaful Operator shall be or would become entitled or subrogated upon their 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 Takaful Operator.

12. MARINE

This Takaful does not cover any loss or damage to property which at the time of the happening of such loss or damage is Member by or would but for the existence of this Policy be Member by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Takaful not been effected.

13. CONTRIBUTION

If at the time of any loss, destruction or damage happening to any Property Member there be any other subsisting Takaful or Takafuls whether effected by the Member or by any other person or persons covering the same property the Takaful Operator shall not be liable to pay or contribute more than their rateable proportion of such loss, destruction or damage.

14. AVERAGE

If the Property Member shall at the time of any loss, destruction or damage be collectively of greater value than the Sum Member thereon then the Member 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.

15. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. The said two arbitrators shall, following their appointment and before commencing their proceedings, nominate a third arbitrator who shall act as an umpire to resolve the matters on which they disagree. If either party fails to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be entitled to apply with the Summary Court Judge for the appointment of the Arbitrator. Where the two arbitrators do not agree on the nomination of the third arbitrator to act as an umpire the Summary Court Judge shall appoint such arbitrator upon the request of either party. The costs of the reference and of the award shall be in the discretion of the arbitrator, or arbitrators or umpire making the award.

It is hereby expressly stipulated and declared that in the event of any disagreement between the Company and the Member as to the amount to be paid under this Policy, the Member shall not bring any legal action against the Company in accordance with this Policy except after completing the determination and the assessment of the amount of the loss or damage by the arbitrator, arbitrators, or umpire in the manner hereinabove detailed.

The arbitration procedure shall be carried out according to the Laws of the United Arab Emirates

If the Insurer disclaims liability to the Member for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to the Arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

16. OBSERVANCE OF CONDITIONS

The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the

Member in so far as they relate to anything to be done or complied with by them shall be conditions precedent to any liability of the Takaful Operator to make payment under this Policy.

17. JURISDICTION

The provisions of this Policy shall be subject to the law of the United Arab Emirates and the exclusive jurisdiction to hear all the disputes arising therefrom shall be vested in the law courts of the United Arab Emirates.

Reinstatement Clause (85% Condition of Average)

It is hereby agreed that in event of the property insured (other than stock) by this policy being destroyed or damaged by any peril hereby insured against, the basis upon which the amount payable in respect of such destruction or damage is to be calculated shall be the reinstatement of the property destroyed or damaged.

Provided always that:-

For the purpose of this clause of the policy the "Reinstatement" shall mean the carrying out of the after-mentioned work, namely:-

- (a) Where property is destroyed, the rebuilding of the property, if a building, or in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
 - (b) Where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.
1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the assured subject to the liability of the underwriters not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment beyond the amount which would have been payable under the policy if this clause have not been incorporated therein shall be made.

2. When any property insured on this reinstatement basis is damaged or destroyed in part only the liability of the underwriters shall not exceed the sum representing the outst which the underwriters could have been called upon to pay for reinstatement if such property had been wholly destroyed.
3. No payment beyond the amount which would have been payable under the policy if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
4. Each sum-insured in respect of property covered on this reinstatement basis is declared to be separately subject to the following condition of average namely:-

If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole of the property to which the relevant sum-insured relates 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 assured shall be considered as being his own insurer for the excess and shall bear proportion of the loss accordingly.

5. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the policy if this clause had not been incorporated therein the rights and liabilities of the underwriter and the assured in respect of the destruction or damage shall be subject to the terms & conditions of the policy including any condition of average therein as if this clause had not been incorporated therein.

This clause is subject otherwise to all the terms and conditions of the policy to which it is attached.

Automatic Reinstatement Clause.

In the event of loss or losses occurring under this policy, it is hereby mutually agreed to reinstate this policy to its full amount from the time of the occurrence of such loss or losses until expiry of this policy and that an additional premium calculated at pro-rata for the period from the date of such loss or losses to expiry of this policy shall be paid by the insured upon the amount of such loss or losses and that this additional premium shall be paid by the insured when any loss or losses arising hereunder are settled.

ELECTRICAL CLAUSE:

This Company is expressly declared to be free from liability for loss of or damage to any electrical machine, apparatus, fixtures or fitting (including electrical fans, electrical household or domestic appliances, wireless sets and radios) or to any portion of the electrical installation, arising from or occasioned by overrunning, excessive pressure, short circuiting, arching, self heating, or leakage of electricity, from whatever cause (lightning included) provided that this exemption shall apply only to the particular electrical machine, machines, apparatus, fixtures, fittings or portions of the electrical installation which may be destroyed or damaged by fire to set up.

ALL OTHER CONTENTS CLAUSE

IT IS HEREBY AGREED that within the limit(s) of the sum(s) Insured, this insurance covers against loss or damage by any peril " All other Contents" (so far as not otherwise Insured) in or on the portion or portions of the premises containing the property to which such sums Insured respectively relate and including:

1. Documents, Manuscripts and Business books, but only for the value of the materials as stationary, together with the cost clerical labor expended in writing up and not for the value to the Assured of the information contained therein.
2. Patterns, Models, Molds, Plans and Designs.
3. Computer systems, records, but only for the value of the materials together with the cost of clerical labor and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to Insured of the information contained therein, for an amount not exceeding UAE Dhs. 5,000/- belonging to the Assured or held by them in trust or on commission for which they are responsible.
4. Employees' Pedal Cycles, tools and other personal effects, upto UAE Dhs. 250/- in respect of any one pedal cycle, and with regard to any one employee UAE Dhs. 500/- in respect of tools, and UAE Dhs. 250/- in respect of all other personal effects.

5. Money and stamps not otherwise specifically Insured for an amount not exceeding UAE Dhs. 10,000/-.

This clause is subject otherwise to all the terms and conditions of the Policy to which it is attached.

FIRE FIGHTING EXPENSES

In the event of the insured property being destroyed or damaged by any peril hereby insured against, the policy shall cover reasonable Fire Brigade Charges and other Extinguishing Expenses, which the insured may incur.

The Insurer will also pay the reasonable costs incurred by the insured in re-filling extinguishers and replacing sprinkler heads, solely in consequence of damage.

EXPEDITING EXPENSES

Subject to the terms, conditions and exclusions of this policy, it is agreed that coverage provided by this policy extends to include the reasonable and necessary extra costs of temporary repair of damage to property and the extra costs of expediting the permanent repair or replacement of such damaged property resulting from loss or damage insured against by this Policy.

In no case shall these Expediting Expenses include expenses recoverable elsewhere in this policy or the cost of permanent repair or replacement of the damaged property.

DEBRIS REMOVAL

It is agreed that this policy is extended to include costs and expenses necessarily incurred by the insured in the removal of Debris, dismantling or demolishing and shoring up or propping of the property insured by this policy destroyed or damaged by an insured peril for an amount not exceeding in the aggregate 10% of the Sum Insured.

VEHICLE IMPACT ETC.

Impact by any road vehicles, horses or cattle including to those belonging to or under the insured or any member of his family or any person in or upon the insured's service.

SEEPAGE/ POLLUTION / CONTAMINATION EXCLUSION CLAUSE:

This Policy excludes any loss arising from seepage, pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by seepage, pollution or contamination which itself results

from a peril insured against. This policy also excludes any liability in connection with disposed or dumped waste materials or substances.

Temporary Removal Clause

It is hereby agreed that the property insured by this policy (other than the stock in trade or merchandise) is covered in respect of the perils hereby insured against whilst temporarily removed from cleaning, renovation, repair or other similar purposes elsewhere on the same premises or to any other premises in United Arab Emirates and in transit thereto and there from by road, and or in land water way,

Provided always that :-

1. The amount recoverable under this extension in respect of each item of this policy shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed nor, in respect of any loss occurring elsewhere than at the said premises, 10 percent of the sum-insured by this policy after deducting there from the value of any building (exclusive of fixture and fittings), stock in trade or merchandise hereby insured.
2. This extension does not apply to property if and so far as it is otherwise insured .
3. As regards losses occurring elsewhere than at the premises from which the property is temporarily removed this extension does not apply to:
 - a) motor vehicles and motor chassis licensed for normal road use,
 - b) property held by the assured in trust, other than machinery and plant.
 - c) property if and so far as it is otherwise Insured.

This clause is subject otherwise to all the terms and conditions of the policy to which it is attached.

CAPITAL ADDITIONS CLAUSE

The insurance hereunder extends to include alterations additions and improvements (but not appreciation in value in excess of the Sum Insured) of or to the property

described herein other than Stock and Materials in trade for an amount not exceeding 10% of the Sum Insured whichever is less, it being understood that the Assured undertakes to advise the Underwriters of such alterations, additions and improvements at the expiry of each period of Insurance and to pay the appropriate Additional Premium thereon from the dates on which the items become the Assured's responsibility provided that any such alterations or improvements which are otherwise insured are not included in the cover granted hereon.

Subject otherwise to the terms, conditions and exceptions of the policy

PUBLIC AUTHORITIES CLAUSE

IT IS HEREBY AGREED that the cover provided in the policy relating to Buildings & Structures extend to include such additional cost of reinstatement of the property thereby insured which has been destroyed or damaged by any peril hereby insured against, 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 of Parliament or with Bye-Laws of any Municipal or Local Authority.

Provided always that :-

1. The amount recoverable under this extension of the Policy shall not include
 - a) the cost incurred in complying with any of the said Regulations or Bye-Laws.
 - (i) In respect of destruction or damage occurring prior to the granting of this extension.
 - (ii) Under which notice has been served upon the Assured prior to the happening of the destruction or damage.
 - (iii) 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 damaged.
 - b) The additional cost that would have been incurred to make good the property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the said 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 said Regulations or Bye-Laws.

2. The work of reinstatement must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the said Regulations or Bye-Laws so necessitate) subject to the liability of the Underwriters under this extension not being thereby increased.
3. If in respect of any property the liability of the Underwriters under the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy to which this Clause is attached then the liability of the Underwriters under this extension in respect of any such property shall be reduced in the same proportion.

This Clause is subject otherwise to all the terms and conditions of the Policy to which it is attached.

ARCHITECTS', SURVEYORS' & CONSULTING ENGINEERS' FEES CLAUSE

It is hereby agreed that within the limits of the Sum Insured on buildings specified in the Schedule, this policy covers Architects', Surveyors' and Consulting Engineers' fees necessarily incurred by the Insured in the reinstatement of the property Insured following upon its destruction or damage by any peril hereby Insured against (but not any fees for the preparation of a claim or estimate of loss) not exceeding the amounts authorised under the scales of the various institutions regulating such charges prevailing at the time of the destruction or damage.

Subject otherwise to the terms, conditions and limitations of the policy.

72 Hours Clause

All losses or damage caused by the perils of storm, tempest, flood, water damage or earthquake during anyone period of seventy-two consecutive hours shall be considered one single loss or damage. The insured shall have the option to select the commencement time for any 72 hour period provided the two periods shall overlap. Such periods shall be used for the purpose of deductible shown in the schedule.

Workmen's Clause

Workmen may be employed for the purpose of minor extensions or alterations, installations, maintenance and the like without prejudice to this insurance.

ERRORS AND OMISSION CLAUSE

This policy shall not be affected by failure of the Insured to comply with any of the warranties or conditions contained herein or endorsed hereon in any portion of the premises over which the Insured has no control or by unintentional or inadvertent omission, errors valuations or incorrect descriptions of the interest or the risk provided notice is given to insurers as soon as practicable on discover of any such error or omission.

NON-INVALIDATION CLAUSE (NO CONTROL CLAUSE)

This insurance shall not be prejudiced by any act or neglect of the owner of any premises if the Named Assured is not the owner thereof, or by any act or neglect of any occupancy (other than the Named Assured) of any premises, when such act or neglect of the owner or occupant is not within the control of the Named Assured, or by failure of the Named Assured to comply with any warranty or conditions contained in any form or endorsement attached to this policy with regard to any portion of the premises over which the Named Assured has no control.

TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy does not cover any loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

For the purpose of this exclusion, terrorism means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the insurer alleges that by reason of this definition a loss, damage or expense is not covered by this policy, the burden of proving that such loss, damage or expense is covered shall be upon the insured.

SEEPAGE/ POLLUTION / CONTAMINATION EXCLUSION CLAUSE:

This Policy excludes any loss arising from seepage, pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by seepage, pollution or contamination which itself results from a peril insured against. This policy also excludes any liability in connection with disposed or dumped waste materials or substances.

Electronic Date Recognition Clause EDRC (B)

Section 1

This insurance does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising of or relating to:

- a) The calculation, comparison, differentiation, sequencing or processing of data involving the data change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program of software and/or any microchip, integrated circuit or non-computer equipment, whether the property of the insured or not; or
- b) Any change, alteration or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software or any microchip, integrated circuit or similar device in computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

However this section shall not apply, in respect of physical damage, occurring at the insured's premises arising out of the perils of fire, lightning, explosion aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

Section 2.

Notwithstanding Section 1 above, this insurance does not cover any costs and expenses, whether preventative, remedial, or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, program or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

Section 3

The date change to the year 2000, or any other change, including leap year calculations, shall not in and of itself be regarded as an event for the purposes of this insurance.

Premium Payment Frequency

The takaful premium is payable at the time of Home Finance disbursal and subsequently on an annual basis upon renewal or as decided by the bank from time to time.

Takaful Refunds

The Covered Member shall receive prorated takaful premium refunds in case the ijarah is prepaid in full. The prorated refund amount, as applicable, is based on the terms agreed between the Bank and the Takaful provider.

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

Contact details of the Insurance Provider:

SALAMA - Islamic Arab Insurance Co. (P.S.C.)

Mailing address: General Takaful Division,

P O Box 10214, Dubai, UAE

Telephone number: 800 725 262

