Home Insurance Policy Wording



1. DEFINITIONS

Abandoned Property: refers to any personal property left by an owner who has intentionally relinquished all rights to its control.

CBB: means the Central Bank of Bahrain.

Certificate of Insurance: means the certificate issued by the Insurer and provided to Insured Customers through STC upon enrolment of such Insured Customer at the Insurer. Certificate of Insurance shall contain the Policy, policy number and date, Customer name, nationality, CPR or passport number, expiry date, Insured Home address, mobile number, purchase date, selected Insurance Product and Cover Period.

Claim: means any event whose consequences are totally or partially covered by the guarantees of the respective Policy.

Cover Period: means the period of insurance stated in the Certificate of Insurance during which the Insurer shall provide the Insured Customers with the Insurance Services. Cover Period starts on the Entry Date and continues for the number of calendar months as specifically stated in the Certificate of Insurance. For the avoidance of doubt Cover Period will be 12, 18 or 24 months as specified in the Certificate of Insurance.

Covered Content: means the list of items provided in Section 11.

Entry Date: means the commencement date of the Insurance Services which is the same day on which the Insured Customer purchases/renews a broadband plan from STC and subscribes it under the Insurance Services.

Fire Damage: refers to the physical damage to a property (i.e. an Insured Home) as a result of burning or electrical short circuit.

Gross Annual Contribution: means the fee payable by the Insurer's shareholders and approved by CBB at the beginning of every year. This may also be referred to as a 'wakala fee' which is included in the price payable by the Insured Customer for the Policy.

Insured Customer or Policy Holder: means STC's Customer who purchases a broadband plan from STC bundled with the Insurance Services. Insured Customer is entitled, where fitting, to the rights derived from the Certificate of Insurance.

Insurer: means Solidarity Bahrain B.S.C., which is the insurance company that is responsible to provide the Insurance Services to the Insured Homes. The Insurer is duly incorporated in accordance with the laws of the Kingdom of Bahrain under Commercial Registration Number (5091).

Insurance Services: means all the insurance services, benefits and cover, described herein, provided by the Insurer to Insured Customers through STC to cover the Insured Home

Insurance Product: means the particular type of 'STC branded' insurance proposition purchased by the Insured Customer as further detailed herein.

Insured Home: means the private residence that the Insured Customer contracts the Insurance Product/Insurance Services under whilst purchasing/renewing an STC broadband plan(s).

Personal Belongings: means the list of items provided in Section 12.

Policy: means these terms and conditions attached with the Certificate of Insurance that detail the scope of Insurance Services provided by Insurer to Insured Customer. Policy may also include any supplementary contracts or endorsements, any amendments issued, and any other limitations or particular conditions related to the Certificate of Insurance.

STC: means STC Bahrain B.S.C. Closed, a telecommunications company duly incorporated in accordance with the laws of the Kingdom of Bahrain under Commercial Registration Number (71117).

Sum Insured: means the amount shown in the Certificate of Insurance representing the maximum amount payable arising out of one occurrence or number of occurrences. In any case, the Insurer's maximum liability is as shown in the Certificate of Insurance during the Cover Period.

For avoidance of doubt, those Insured Customers who have purchased Insurance Product(s) for a duration of more than one (1) year will receive coverage equal to first year as mentioned in Certificate of Insurance during the second year as well until the expiry of the Cover Period.

During the Cover Period, the maximum cover for Personal Belongings will be forty percent (40%) of the Sum Insured.

Smoke Damage: means physical damage that is caused from the smoke created by a fire but not the Fire Damage itself.

Burglary: The forcible entry or exit of premises and illegally taking the

Covered Content from the Insured Customer's Insured Home, Visible signs of forced entry must be present in order for loss to be covered.

Water Damage: means the escape of water from water tanks pipes, or apparatus or fixed heating installations or domestic appliances, freezing of water tanks, apparatus or pipes, leakage of heating fuel from a fixed heating installation.

2. OBJECT AND SCOPE OF INSURANCE:

COVERED LOSS

Insurer will indemnify the Insured Customer by payment, reinstatement, replacement or repair of Covered Content in the manner ascribed in this Section 2 by any of the insured perils as mentioned below. The liability of the Insurer under this Section shall not exceed the Sum Insured.

- 2.1.1. Fire Damage, Smoke Damage, explosion, lightning, earthquake, storm, flood and aircraft or other aerial devices or articles dropped from them;
- 2.1.2. Impact by vehicles or animals;
- 2.1.3. Water Damage; and
- 2.1.4. Burglary or attempted Burglary involving entry to or exit from the Insured Home.

2.2. LOSS NOT COVERED

For the purpose of this Policy, the Insurer shall not be liable for the payment of excess fees to the Insured Customer and the covered loss provided in Section 2.1 shall not include the following:

- 2.2.1. For Fire Damage, Smoke Damage, explosion, lightning or earthquake:
- Loss or damage due to any gradually operating cause (i.e. wear and tear).
- 2.2.2. For storm and flood:
- a) Loss or damage caused by frost; and
- Loss or damage to fences and gates. b)
- For aircraft or other aerial devices or articles dropped from them: 2.2.3. Loss or damage directly occasioned by pressure waves caused by a) aircraft and other aerial devices traveling at sonic or supersonic speeds.
- For impact by vehicles or animals: 2.2.4.
- Loss or damage caused by domestic animals and pets.
- 2.2.5. For Water Damage:
- Loss or damage occurring while the Insured Home is unoccupied a) for more than forty-five (45) consecutive days.
- Loss or damage to the component or appliances from which the b) water or oil escapes.
- c) Costs of locating and rectifying the source of escape of water or oil. d)
 - Water leakage caused by a defective roof.
- 2.2.6 For Burglary or attempted Burglary involving entry to or exit from the Insured Home:
- a) Loss or damage caused by the Insured Customer, its' guests, tenants or permanent residents of the Insured Home.
- b) Loss or damage caused by deception.

3. PLAN & EXCESS

Depending upon the selected plan, the above covered loss shall be offered and applied as per the table below:

Plan	Duration	Maximum Sum Insured (BHD)	Yearly Sum Insured (BHD)	Excess (BHD)
Basic Cover	12 Months	10,000.000	10,000.000	35.000 Per Claim
	18 Months	20,000.000		
	24 Months	20,000.000		
Plus Cover	12 Months	25,000.000	25,000.000	
	18 Months	50,000.000		
	24 Months	50,000.000		

4. FORMALIZATION AND DURATION

The Insured Customer may subscribe to this Insurance Product for a period of 12 months, 18 months or 24 months, the details of which are set out in Section 1 and 2 above.

CONDITIONS

- The scope of the Policy is to cover losses and damages to content laying in a housing unit occupied for residential use only. The Insured Customer or the Insured Customer's family member must be an occupant of the said unit.
- 5.2. Sum Insured
 - The Sum Insured shall not exceed the value as declared and agreed in the Certificate of Insurance and it shall represent the full cost of replacing the Covered Content insured without deduction for wear, tear and depreciation.
- Claims Settlement 5.3.
- The Insurer shall indemnify the Insured Customer at its' sole 5.3.1. discretion and assessment by any of the following options:
- a) Replacement: b)
- Reinstatement;



- c) Repair; or
- d) Payment.
- 5.3.2. If the Insurer decides to replace the Covered Content, payment will be limited to the cost of replacement by the Insurer's preferred supplier.
- 5.3.3. The total amount payable in respect of loss or damage arising out of one occurrence shall not exceed the Sum Insured.
- 5.4. Wear and Tear
- 5.4.1. There will be no deduction for wear, tear and depreciation while setting Claims for total loss or damage beyond economic repair except for Claims in respect of the following items that are older than five (5) years: electronic equipment's, radio receivers, television sets, audio equipment, computers and carpets.
- 5.4.2. Deduction for wear and tear will be applied on Covered Content that is not owned by the Insured Customer unless the Insured Customer is contractually required to provide a suitable replacement for the Covered Content (i.e. if the Insured Customer is renting a furnished home).
- 5.5. Pair and Set Items
- 5.5.1. Insurer shall pay the cost of replacing damaged items even if they are forming part of a matching pair or set of articles or suite of furniture. For example, in case of damage to carpets, Insurer shall bear the cost of the damaged carpet only. Insurer shall not be liable for replacing carpets that are not damaged.
- 5.5.2. No special value will be attached for loss of or damage to an article which is one part of an insured pair and the amount payable under this Policy shall be calculated as though the article had been separately insured at pro-rata of the value of the pair or set.

6. EXCESS

6.1. Insurer will apply only one (1) excess per occurrence. For the avoidance of doubt, single excess amount will be charged per incident regardless of the number of Claims submitted during the particular occurrence or incident.

7. CHANGE OF ADDRESS

7.1. The Insured Customer has fifteen (15) days to inform the Insurer on the help line provided under this Policy if the Insured Customer moves to another address within the Kingdom of Bahrain. Upon such notification of change of address, the Insurance Services will continue without need of any additional premium, provided such new building or home is of concrete or brick construction and roof of incombustible materials.

8. VALUE EXCEEDING SINGLE ARTICLE LIMIT

8.1. Proof of value will be required when making a Claim for an item valued in excess of the single article limit (as provided in Section 12 below). Insurer recommends that Insured Customer shall retain copies of receipts, valuations, photographs, instruction booklets and guarantee cards to assist in the event of a Claim. If the proof of value is not available, then the Claim amount will be equal to the single article limit as specified in Section 12 below. In case single article limit is not mentioned for a Covered Content in this Policy, then the maximum cover will be equal to quotation of repairs or replacement.

9. GENERAL CONDITIONS

9.1. Interpretation

This Policy shall be construed as including the Sections specifications or endorsements attached to this Policy. Any word or expression to which specific meaning has been given in any part of this contract shall bear that meaning wherever it appears in this Policy.

- 9.2. Duties of the Insured Customer
 - The Insured Customer and any other person to whom this Policy applies shall take all reasonable precautions to:
- 9.2.1. prevent accidents loss or damage;
- 9.2.2. maintain all property/items insured under this Policy in good condition;
- 9.2.3. Due observance of this Policy's terms and conditions by the Insured Customer is a condition precedent to liability of the Insurer to make any payment.
- 9.3. Claims
 - On the occurrence of any event likely to lead to a Claim under this Policy, the Insured Customer shall:
- 9.3.1. Notify the police immediately if any property is lost, stolen or maliciously damaged. In case of Fire Damage, Insured Customer must also report to the fire brigade;
- 9.3.2. Place a call at STC's helpline (124) and get connected to the Insurer's helpline without any delay and furnish all information and assistance which may be required by Insurer.
- 9.3.3. Take all reasonable steps to recover any lost or stolen property and advise the Insurer without any delay if such property is recovered by the Insured Customer.
- 9.4. Insurer's Rights
- 94.1. The Insurer shall be entitled to take over and conduct in the name

- of the Insured Customer or any other person to whom this Policy applies for:
- a) the defense or settlement of any claim; or
- b) the prosecution for the Insurer's own benefit any claim for indemnity or damages or otherwise.
- 94.2. Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.
- 94.3. No property may be abandoned to the Insurer.
- 9.5. Fraud

If the Insured Customer or any one acting his on behalf shall make any Claim which is in any respect (i) fraudulent or (ii) employs any fraudulent means including inflation or exaggeration of the Claim or (iii) submits any forged or falsified documents to obtain any benefit, the Policy shall become void and all benefits under it shall be forfeited.

9.6. Other Insurance

Insurer shall contribute or pay the rateable proportion only if any other insurance covering the same contingencies exist at the time of any Claim under this Policy.

9.7. Underinsurance

The Insurance Product under this Policy is offered at a cap of the Sum Insured (set by the Insurer) and therefore, the principle of underinsurance will not be applicable. For avoidance of doubt, regardless of overall value of the Covered Content in possession of the Insured Customer, all Claims amounting to the value of Sum Insured will be paid in full by the Insurer.

9.8. Subrogation

The Insured Customer agrees to subrogate all rights or remedies to the Insurer for obtaining relief or indemnity from other parties, upon its paying or making good any destruction or damage under this Policy, and shall at the request and 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 such rights or remedies, whether such acts and things shall be or become necessary or required before or after his indemnification by the Insurer.

9.9. Changes in Circumstances

In case the Insurer discovered that the Insured Customer is not eligible for the insurance coverage due to breach of any insurance conditions listed herein after issuing the Certificate of Insurance, the Policy shall be considered void.

9.10. Jurisdiction

This Policy applies only to judgements delivered by or obtained from a court of competent jurisdiction in the Kingdom of Bahrain.

9.11. Arbitration

- 9.11.1. This Policy is governed by the laws of the Kingdom of Bahrain, in the event of a dispute, controversy or claim raised between the parties of this Policy with respect to the terms and conditions of this Policy ("Dispute"), such Dispute shall be settled amicably within thirty (30) days from the date of its inception.
- 9.11.2. In case of failure to reach an amicable solution, the parties agree that they shall refer their Dispute to arbitration and governed by the International Chamber of Commerce Arbitration Rules. The language of the arbitration shall be in English and the place of arbitration shall be the Kingdom of Bahrain.
- 9.11.3. Any arbitration award rendered in accordance with this Section 9.11 shall be final and binding on the parties.

10.GENERAL EXCLUSIONS

The Insurer will not pay for damages or loss resulting from:

10.1. 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 on in any other sequence to the loss:

- 10.1.1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an unriging military or usurred power.
- of or amounting to an uprising, military or usurped power;

 10.1.2. 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; or
- 10.1.3. Insurer 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 this Section 10.1.
- 10.2. Radioactivity
- 10.2.1. Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss;
- 10.2.2. Any legal liability arising out of any radiation(s);



- 10.2.3. Directly or indirectly caused by or contributed by or arising from ionizing, radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any selfsustaining process of nuclear fission; or
- 10.2.4. Any accident loss destruction or liability directly or indirectly caused by or contributed by or arising from nuclear weapons material.
- 10.3. Loss destruction or damage occasioned by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic
- 10.4. Pollution or Contamination Any loss arising from pollution or contamination except (unless otherwise excluded) destruction of or damage to the Insured Home caused by:
- 10.4.1. Pollution or contamination which itself results from a peril covered herein;
- 10.4.2. Any peril covered herein which itself results from a pollution or contamination; or
- 10.4.3. Any liability in connection with disposed or dumped waste materials or substances.
- 10.5. Cyber Risk
- 10.5.1. Losses arising directly or indirectly from:
- a) the loss of, alteration or, or damage to; or
- a reduction in the functionality, availability or operation of b) a complete system, hardware, programme, software, data information repository, microchip, integrated circuit or similar device in computer equipment.
- 10.5.2. Losses that result 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.
- Nuclear, Biological and Chemical Contamination 10.6. Loss or damage caused directly or indirectly by:
- 10.6.1. discharge, explosion or use of any device, weapon or material employing or involving nuclear fission nuclear fusion or radioactive force, directly or indirectly resulting in nuclear reaction or radiation; or
- 10.6.2. radioactive contamination, or the use, release or escape of chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto
- 10.7. Willful Act
 - Any willful or malicious act by the Insured Customer or any member of the Insured Home or any persons covered by this Policy.
- 10.8. Riot Strike, Civil Commotion, Malicious Damage, Sabotage and
- 10.8.1. Subject to the terms, clauses and conditions contained herein, the Insurer will not indemnify the Insured against direct physical loss of or damage to the interests insured caused by or arising from riots and/or strikes and/or civil commotions including Fire Damage and loss by looting following riots and/or strikes and/or civil commotions and/or malicious damage as described herein
- 10.8.2. Riots, strikes and civil commotion damage shall include but not be limited to loss directly caused by:
- Any act committed in the course of a disturbance of the public a) peace by any person taking part together with others in such disturbance: or
- b) Any wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such act is committed in the course of a disturbance of the public peace; or
- Any act of any lawfully constituted authority for the purpose of c) suppressing or minimizing the consequences of any existing disturbance of the public peace, or for the purpose of preventing any such act as is referred to in (b) above or minimizing the consequences thereof;
- 10.8.3. Malicious damage shall mean all physical loss or damage resulting directly from a malicious act caused by anyone whether or not the aforesaid act is committed during a disturbance of the public peace and shall include loss caused by sabotage and acts committed by any or all persons who are member(s) of an organization whose aim is or includes the over-throwing of any legal or defacto government by terrorism or violence
- 10.9. Nationalization 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.

11. COVERED CONTENT

- For the purpose of this Policy, the items in the below list will be considered as Covered Content:
- Furniture; 11.1.
- 11.2. TVs;

- 11.3. Kitchen appliances;
- 11.4. Installed carpets;
- 11.5 Split and window air-conditioning; and
- 11.6 Personal Belongings (as mentioned in clause 12 below)

12.PERSONAL BELONGING

- For the purpose of this Policy, the items in the below list will be considered as Personal Belongings:
- 12.1. Clothing;
- 12.2. Designer fashion clothing, shoes and handbags - each item not exceeding BHD 500 (Five Hundred Bahraini Dinars) at time of purchase;
- 12.3. Watches - each not exceeding BHD 500 (Five Hundred Bahraini Dinars) at time of purchase; and
- 12.4. Mobile phones, Computers, laptops, tablets, notebooks and smartwatches.

13.SPECIFIC EXCLUSION

- For the purpose of this Policy, the items in the below list will be excluded from the definition of Covered Content:
- Ruas: a)
- b) Lawn care equipment and plants;
- Trampolines, Toys and dolls; Money and Securities; c)
- d)
- Watercraft, Bikes & Sporting equipment; e)
- f) Jewellery and Precious metals or stones;
- Furs and silverware; g)
- Stock of alcohol; h)
- i) Prescription medicine;
- Any collectible articles which are rare or unusual; j)
- k) Audio visual, photographic or cameras and musical instruments; and
- Pictures, prints or works of art, stamp, coin or other collections.

14. TAKAFUL PRINCIPLES AND CONDITIONS

- The principles and provisions of the Islamic Sharia shall be 14.1. applicable to this Policy as decided by the Insurer's Sharia Board.
- 14.2. Ais considered joint liable with the remaining Policy Holders for compensating the losses suffered by any Policy Holder. The Insurer shall compensate the Policy Holder out of the takaful funds for losses and damages sustained according to the terms and conditions set forth in this Policy.
- 14.3. A Policy Holder shall donate all or part of his contribution to pay for the losses suffered by any of the Policy Holders as per the cooperative or takaful principles.
- The Insurer shall manage the takaful operation for benefit of the 14.4. Policy Holders and will charge a fee based on a percentage of Gross Annual Contribution which will be calculated at the end of the financial year. This percentage will be announced in advance before the beginning of the financial year and will be mentioned in every Policy or in renewal notices.
- The Insurer shall invest Policy Holders' contributions collectively 14.5. for the benefit of Policy Holders on a Mudaraba basis for a fee equal to a percentage of the realized profits calculated at the end of the financial year. This percentage fee will be announced in advance before the beginning of the financial year at the Insurer's offices and will be mentioned in every Policy or in renewal notices.
- 14.6. The insurance surplus shall be calculated as follows:
- In case the underwriting result of all the insurance branches 14.6.1. collectively produces a loss, then the result of all the branches will be treated as one fund and there will be no distribution of surplus for those branches that make a profit.
- 14.6.2. In case the underwriting result of all the insurance branches together produces a profit then this surplus will be distributed to the branches which produce a profit and in proportion to their contribution to the overall surplus.
- 14.7. The Insurer shall distribute from the underwriting surplus to eligible Policy Holders as follows:
- 14.7.1. A Policy Holder will not have the right to receive any surplus from co-operative surplus, if he is compensated for damage sustained by him where the compensation is equivalent to or more than the contributions; and/or
- 14.7.2. An Policy Holder will have the right to receive a part of his entitlement to the co-operative surplus or a pro-rated part after deducting the damages sustained if the compensation is less than the contributions.
- 14.8. The Policy Holder's financial position shall be deemed as one position in respect of each type of insurance with the Insurer.
- 14.9. If the Policy Holder does not collect his share of surplus within a period of five (5) years from the end of the financial year during which the respective Policy expires, that share of surplus shall be considered as a donation by the Policy Holder to a reserve takaful fund to protect the Policy Holders' equity.
- 14.10. No more than fifty percent (50%) of the surplus shall be deducted as a donation for the Takaful reserve provision to protect the Policy Holders' equity up to a maximum of the Insurer's capital. In case of the Insurer's liquidation, this provision will be used for charity as decided by the Sharia Board after settlement of all the Policy Holders' right(s).