Etisalat Home Protection – Terms and Conditions

DEFINITIONS

For the purpose of this Policy, the following terms wherever used herein shall be held to mean:

Accident means a single and unexpected event, which occurs at an identifiable time and place.

Accidental Damage means damage that occurs suddenly as a result of an unexpected and non-deliberate external action.

Commencement Date means the date the Policyholder has enrolled for this Policy or the date of inception of this cover whichever is later.

Company means Union Insurance Company (P.S.C.), PO Box 119227, Dubai, United Arab Emirates

Contents means household goods and personal effects owned or (excluding cash, currency notes, bank notes, stamps, Jewelry, and Valuables), belonging to the Policyholder (or for which they are legally responsible), the family members and the servants residing in same Premises Insured.

Deductible means the first amount to be borne by the Policyholder, in excess of which the benefit becomes payable. (Policyholder includes his family members and the servant residing in the same Premises Insured. (Policyholder includes his family members and the servants residing in same Premises Insured.)

Total Loss means a loss where the repair is economically unviable.

Valuables means jewelry, gold, silver, watches, photographic equipment, mobile phones and similar items excluding domestic appliances, electrical/electronic items, furniture fixtures fittings.

Premises Insured means the premises where the Contents are located and Etisalat Home e-Life (Fixed Products) is installed where the Policyholder is residing with or without his family members and servants, used only for domestic purposes.

SCOPE OF COVER

Section 1 – Home Contents

Accidental loss of or damage to the Contents in the Premises Insured used only for domestic purposes by any cause other than those specifically excluded herein. However, Jewelry and Valuables are excluded.

Sum Insured / Limits of Indemnity:

AED 50,000/-

Deductible/Excess:

AED 200/- each and every loss for Home Contents.
PERILS COVERED
Accidental loss or damage to the Contents arising out of and/or caused by:

a. Fire, Explosion, Lighting, Earthquake, Smoke, Storm or Flood.
b. Escape of water or oil from any fixed water or cooling installation or domestic appliance.
c. Impact Damage involving aircraft, aerial device or anything falling from them, or by a vehicle, train or animal.
d. Falling trees or branches. Falling receiving aerials and their fitting or masts.
e. Riot, Civil Commotion, Strike, Labour or Political Disturbances.
f. Malicious persons or vandals.
g. Theft or Attempted Theft involving forcible and violent entry to or exit from the building.
h. Accidental Damage to contents and fixtures and fittings other than landlords whilst in your home.

Section 2- Alternative Accommodation
In the event of Premises Insured being rendered uninhabitable by an insured peril, the Company will indemnify up to AED 500 per day for a maximum of 15 days anywhere in the UAE during the period of insurance.

Section 3 - Loss of Personal Documents
The Company will reimburse the Policyholder the cost of making a duplicate passport, driving license, emirates ID card, work permit etc, which is/are accidentally damaged or lost anywhere in the UAE during the period of insurance.

The maximum amount which can be indemnified is AED 2,500/- per document, subject to a maximum of AED 500/- per day for a maximum of 15 days anywhere in the UAE during the period of insurance.

Provided always that:

1. Reimbursement will be for the cost of making a similar duplicate, advertisement fees if required, fines and penalties if imposed and other out of pocket expenses for which bills must be produced.
2. Cover applies anywhere in the UAE during the period of insurance.
3. Excluding renewal or extension costs of the lost or damaged document which you would have had to bear if there had been no loss.

No claims shall be paid:

a. for loss or damage to passport and travel documents due to delay or from confiscation or detention by customs, police or other authority;
b. Theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
c. Loss or theft of passport and travel documents

The maximum amount which can be indemnified is AED 2,500/-, subject to a maximum of AED 500/- per document, subject to a maximum of AED 2,500/- for all documents during the period of insurance.

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GENERAL EXCLUSIONS

1. Excluded Contents
   - Securities and documents of any kind
   - Motor vehicles, pets and the like
   - Cash, currency notes, bank notes and stamps
   - Jewelry and Valuables
   - Mobile Phones

2. Exclusions applicable to audio / video equipment
   - Electrical and mechanical breakdown.
   - Damage by wear & tear, or any other gradually operating cause.
   - Damage caused by any process of cleaning, repairing or restoring.
   - Damage caused by incorrect polarity from a battery.
   - Damage to recording tapes, discs or records.

3. Any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
   - War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
   - Mutiny, civil commotion assuming the proportions of or amounting to a popular rising military uprising, insurrection, rebellion, revolution, military or usurped power
   - Acts of sabotage and terrorism. For the purpose of this Insurance, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes. For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
   - In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Policyholder.

4. Loss of or damage to Contents or any loss or expense arising therefrom or any consequential loss and/or any legal liability directly or indirectly caused by or contributed to or arising from
   - Ionizing, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

The above mentioned exclusions are applicable to audio / video equipment.
1. ELIGIBILITY

a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs, and any business interruption losses resulting from such loss or damage.

b) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

5. Loss of or damage to the Contents occasioned by incidence of subsidence / landslide, heave etc.

6. Damages arising from oxidation

SANCTION LIMITATION AND EXCLUSION CLAUSE:

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

IT CLARIFICATION AGREEMENT

Property damage covered under this Cover shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded:

a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage.

b) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

CONDITIONS

1. ELIGIBILITY

- The Policyholder should be an active home e-Life customer at enrollment. The Premises Insured should be located in United Arab Emirates.

- The Policyholder should be the owner of the Premises Insured or should have a valid tenancy/ownership/legitimate occupancy agreement/evidence in his/her name or under the name of any member of the immediate family (first degree relatives) in respect to the Premises Insured.

2. SAFEGUARD AND MAINTENANCE

The Policy Holder and any other person to whom this Policy applies shall at all-time take reasonable precautions to prevent accidents, loss or damage to the Contents insured. All Contents covered under this Policy shall be maintained in

The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

5. Loss of or damage to the Contents occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.


3. SAFEGUARD AND MAINTENANCE

The Policyholder should be the owner of the Premises Insured in the United Arab Emirates, and actively involved in the management and maintenance of the Premises Insured, and has the authority to make decisions regarding the Premises Insured.

The Policyholder should be an active home e-Life customer at enrollment. The Premises Insured should be located in United Arab Emirates.

The Policyholder should be the owner of the Premises Insured or should have a valid tenancy/ownership agreement in his name or under the name of any member of the immediate family (first degree relatives) in respect to the Premises Insured.

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good condition.

3. ALTERATION
If there is a material change in the circumstances in which this Policy was entered into without written consent of the Company, this Policy shall be voidable.

4. FRAUDULENT CLAIMS
If the claim is in any respect fraudulent or if any fraudulent means or devices are used by the Policy Holder or his representatives or by anyone acting on his or their behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.

5. ARBITRATION
If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Arbitration shall be in the English language and conducted in accordance with the Arbitration Rules of the DIFC-LCIA Arbitration Centre - Dubai.

6. GOVERNING LAW AND JURISDICTION
This policy shall be governed by and construed in accordance with the laws of United Arab Emirates. Both parties agree and submit to the exclusive jurisdiction of the Courts of the United Arab Emirates.

7. CANCELLATION
The Company may cancel the Policy at any time by an advance (30) thirty days written notice delivered to the Policy Holder or mailed to the last address as shown by the records of the Company. Such cancellation shall be without prejudice to any valid claim originating prior thereto. The Policy Holder may cancel the Policy; such cancellation shall be without prejudice to any claim filed prior thereto. The Company shall arrange to send a letter to the Policy Holder confirming the cancellation.

8. COMPLIANCE WITH POLICY PROVISIONS
Failure to comply with any of the provisions contained in the Policy shall invalidate all claims hereunder.If in any event, incorrect information is provided by the Policyholder, the Company shall arrange to send a letter to the Policy Holder or mailed to the last address as shown by the records of the Company. Such cancellation shall be without prejudice to any claim filed prior thereto. The Company shall arrange to send a letter to the Policy Holder confirming the cancellation.

9. NON- OCCUPANCY CLAUSE
The Policy Holder has to inform the Company in case if the Premises Insured will remain unoccupied for a period of more than 60 days. Failing which the Policy will not entertain any claims occurring during this period of inoccupancy. During the period of such non occupancy for a period of more than 60 days the Policy will not cover any loss or damage due to escape of water from water tanks, main, pipes, washing machines or air-conditioning apparatus.

10. PREMIUMS
All Premiums and applicable taxes, if any are payable in advance by the Policyholder on or before the date they become due; unless official notice of termination has been given, a grace period will be granted for the payment of any Premium falling due after the first Premium, subject to the
11. TERMINATION OF COVER
Insurance of any Policy Holder shall terminate immediately on the earliest of:
- Deactivation / Un-subscription of the e-Life service by the Policyholder or Etisalat;
- Cancellation / Un-subscription of this Home protection cover by the Policyholder or Etisalat at any time in accordance with the terms and conditions of this policy;
- The date of total loss are paid to the extent of the principal sum;
- If the required premium is not paid within the due date;
- The policy end date if subsequently not renewed by Etisalat.

Any such termination shall be without prejudice to any valid claim originating prior to the date of termination.

12. GRACE PERIOD
A grace period of thirty (30) days will be granted for the payment of each Premium falling due after the first Premium, during which time the policy shall be continued in force, unless the policy has been cancelled in accordance with the terms of the policy.

The Policyholder shall be liable to the Company for the payment of the premium for the period the policy continues in force. If loss occurs within the Grace Period, any premium then due and unpaid will be deducted on settlement.

13. RENEWAL CONDITIONS
The policy may be renewed with the consent of the Company from term to term by payment of the Premium in advance at the Company’s rate in force at the time of renewal. Subject to provisions 14, the insurance in respect of the Policyholder will be automatically renewed each month in the case of a monthly premium subject to payment of Premiums unless cancelled in writing by the Policyholder.

14. CONFORMITY WITH STATUTES
Any provision of the policy which, on the policy effective date, is in conflict with the laws of the jurisdiction, in which the Policy is issued, shall stand amended to conform to the requirements of such laws.

15. LEGAL ACTIONS
No action at law or in equity shall be brought to recover on the Policy after the expiration of three (3) years after the time written proof of loss has been furnished.

16. TERRITORIAL LIMITS
United Arab Emirates (UAE)

17. CUMULATIVE BENEFITS
The maximum cumulative amount of benefits payable under this Policy for any one Policyholder shall not exceed three e-Life accounts. In case the Policyholder has been covered for more than three Policies issued by the Company then the premium collected under other Policies will be refunded to the Policyholder and the claim will be paid accordingly, subject otherwise to the terms and conditions.
18. OTHER INSURANCE
In case the Policy Holder having any other insurance covering the same loss, damage or liability as this policy, the Company /this Policy  will contribute ratable proportion of such loss but not exceeding 50% of the amount which is otherwise payable under this Policy.

19. CLAIMS PROCEDURE
• Claims should be intimated immediately but not later than 30 days from the date of event.
• Claims shall be intimated through any of the following channels:
  - Union Insurance Company Call Centre - Toll Free Number 800 UIC4U (84248)
  - Dedicated UIC Phone Number: +971 4 3787550
  - Email Address : homeprotection@unioninsurance.ae
  - Fax Number : +971 4 378 7778
  - Claim settlement website URL: https://www.unioninsurance.ae/Etisalat-Home-Protect/eLifeHome.aspx
  - Claims Concierge Service: The Policyholder can contact any of the above channels and they shall be guided on the service.
  - UIC Branches
    - Head office
      Single Business Tower, Sheikh Zayed Road
      PO Box 119227 Dubai, United Arab Emirates
      Tel: +971 (04) 3787 777(764)
      Fax: +971 (04) 3787 778
    - Details of 5 service branches available on www.unioninsurance.ae

Based on the channel opted, UIC will issue a claim form and guide the Customer accordingly to submit the supporting claim documents.
• The Company has the right to investigate the loss / damage.
• Claims will be settled based on receipt of replacement invoice value for similar items
• Claims settlement shall be on First Loss basis, no Average clause will apply.
• In the event of total loss of Contents, the Company shall pay up to the Sum Insured.
• All burglary claims shall be supported by a police investigation report.
• Items above AED 5,000/- has to be supported by proof of value at the time of claim.
• Any other documents as may be required to substantiate the claim.

20. TIME LIMITATION
If a claim be made and rejected and an action or suit be not commenced within six (6) months after such rejection or (in case of an arbitration taking place as per provisions of this policy) within six (6) months after the Arbitrator shall have made his award all Benefit under this policy shall be forfeited.