



Comprehensive Householders Insurance Policy

boubyantakaful.com
1 82 55 82

نعمل بإتقان

COMPREHENSIVE HOUSEHOLDERS INSURANCE POLICY

Preamble

Boubyan Takaful Insurance (K.S.C.C) is a company acting in accordance with the Islamic Sharia, as an agent for the Contributors to manage their insurance operations in return for a fixed agency fee and to invest their funds as a “Mudarib” in return for a fixed percentage of the return thereon.

Clause No. 1

The significance of the preamble

This preamble is an integral part of this contract. It complements this contract and completes any terms and conditions not mentioned therein.

Clause No. 2

Definitions and Interpretations

- The Company** : Means Boubyan Takaful Insurance (K.S.C.C) which manages the insurance /operations as an agent for the group of Contributor in return for the agreed determined fee and invests the premium as a “Mudarib” in return for the .rate of return on investment agreed
- The Contributor** : The person who pays the contributions - which, along with its returns, is indemnify him, or other persons exposed to common perils, for loss used to suffered as a result of the occurrence of such perils. The net sur- or damage distributed among the Contributor in proportion to the contri- plus will be .one of them butions paid by each
- The Contribution** : Means the amount of money paid by the Contributor as a contribution for who are exposed to the common peril(s), in return for being indem- those or damage he may suffer as a result of the occurrence of such nified for loss .perils
- The Sum Insured** : For Property and Legal Liability insurance, it is the maximum amount of payable to the Contributor for loss or damage suffered as a re- indemnity of an insured peril, subject to the policy terms and sult of the occurrence the person, it is the stipulated amount due to conditions. For insurance of occurrence of an insured peril, subject to the Contributor as a result of the .the policy terms and conditions

- The Peril** : Means an incident or event, the occurrence of which leads to an indemnification under this contract for loss or damage sustained up to the limit able .Insured of the Sum
- Mudarabah** : Is a contract between two parties whereby one of them puts a certain capital (the owner of the capital) and the other (the Mudarib) amount of Mudarib invests the capital and the resulting profit, puts its expertise. The parties as agreed. Any loss which is not due to if any, is shared between the is outside the scope of the terms and con- the fault of the Mudarib or which .borne by the owner of the capital ditions of the policy will be exclusively

Clause No. 2

The contributor, by accepting to deal with the Boubyan Takaful Insurance Company (K.C.S.C) (hereinafter called the "Company") contributing with other contributors therewith on Al Takaful basis. The company shall be considered as a manager for the insurance system. The company shall invest insurance contributions in whole or in part on the basis of a speculation contract, against a prevailing share of the profit for the Company in its capacity as a speculator, to be determined in the general statement in the Company's Head Office and its branches prior to each calendar year.

The relationship between the Company and the Contributor shall be determined specifically with regard to the letters entitlement to his share of the surplus which shall be realized in the insurance operations account with the company by virtue of the Bye-Laws enacted by the company's Board of Directors, subject to the formation of the necessary reserves for the Company and covering its administrative expenses.

Since the contributor, whose name is shown in the schedule hereunder, had submitted a written application to the company comprised in the duly signed insurance proposal, the proposal form along with any declarations or written papers submitted by the contributor, forms an integral part hereof.

Since the Contributor has settled or agreed to settle the contribution then, the Company agrees, subject to the provisions herein, to indemnify the Contributor for the loss or damage, or liability or expenses which occur during the validity of such policy for the items listed in the schedule, and the schedule shall be considered as an integral part hereof.

Definitions:

Buildings: The term "Buildings" as used in this policy shall mean the private residence or flat specified in the policy schedule as well as the external accessory buildings related to residence and external fences, provided all the construction must be made of bricks and cement.

Contents: The term “contents” as used in this policy shall mean all furniture, luggage and personal effects as well as domestic appliances available in the building excluding:

- a) Gold ornaments Jewelry and fur.
- b) Cars, boats and animals
- c) Contracts, bonds, securities, maps, cash, stamps and other document and paper.

Main Perils: The term “main perils” as used in this policy shall mean the destruction or damage resulting directly from any of the following Perils

- a) Fire and lightning
- b) Explosion of any of the properties and equipment forming a part of the insured items except explosion or overflow of water tanks and pipes due to a sudden incident
- c) Storms and cyclone (accompanied by rain or not) and which may cause damage to the building or its contents. However it is a precondition to insure the building contents that this should be preceded by any inevitable damage due to storms and cyclones
- d) Forced robbery or theft or any similar attempt by a forced entry to the building by violence, provided that there should be certain evidence to identify this fact
- e) Collision of vehicles not owned to the contributor or his family members or those working under his service at the buildings, fences and external gates.
- i) Earthquakes
- g) Fall of aircraft or articles dropped therefrom.
- h) Flood, the term “ flood” means the sudden and violent outbreak of water over the natural borders such as the sea, river, lake, pool and the channels due to the rise in the water level and collapse of side barriers

Policy Sections

Part I: Buildings

This part covers the building owned to the contributor or for which the contributor is responsible legally against main perils.

Part II: Contents

This part covers the contents owned to the contributor or any of his family members against main perils, the following contents are excluded:

- a) Gold ornaments, jewelry and fur
- b) Cars, Boats and animals
- c) Contracts bond, securities, maps, cash, stamps and other documents.

This insurance shall expire for parts (I) and (II) above if the building is left unoccupied for a period of (30) days during any insurance period unless the contributor obtains the written consent of the company on the continuity of the insurance.

Part III: Loss of Rent/Alternative Accommodation

This insurance covers the loss of rent and reasonable additional expenses incurred by the contributor to reside in a hotel or a replacement accommodation due to the damage of the private residence or flat caused by main perils and which renders the residence unfit to be used for a certain period. This period represents the period necessary to repair the damage, provided that it should not exceed 5% from the Content's sum Insured or KD 500/- Whichever is the lesser.

Part IV: Third Party liability

According to this part the company obliges to compensate the contributor as an owner or a user of the building or the flat for the amounts claimed legally where it is proved that incidents have occurred during the insurance period in or about the private residence or the flat and which may result into the following:

- a) Physical injuries to any person except the contributor or his family members or his labours.
- b) Material damage to the properties except those owned to or under his supervision or the control of the family member or labours.

Always provided that the company's liability for any loss incident or incidents resulting from one cause shall not exceed KD 1000/- inclusive of expenses and costs paid under the approval of the company in any litigation or law suit filed against the contributor.

Exclusions from part IV:

This part does not cover responsibilities resulting from or caused by the following:

- a) Contributor's job or profession.
- b) Owning or holding or using any vehicle, any electrical elevator.
- c) Any agreement resulting into any liability imposed on the contributor, which would have not been imposed if it were not for this agreement

General Condition

1- Claims Procedure

- a) The contributor shall notify the company in writing immediately of any damage occurring to the insured properties. He shall on his account and within (15 days from the incident submit a written claim containing detailed information accompanied by supporting evidence as required by the company. Should the company decide to replace or repair the damage building, the contributor shall provide the company with all maps specifications and quantities. In case of any loss or damage due to theft or robbery the contributor must report to police immediately.
- b) Upon receipt of any notification on the incident or any claim which may lead to a claim for compensations per part (IV) the contributor obliges to notify the company and provide it with all available details and information also he should provide the company with every and each court order or notification regarding the legal procedures upon receipt thereof. The contributor shall assist the company and provide all necessary information to enable the company to defend or reject the claim. The contributor shall not be entitled to negotiate, defend, settle, confess or reject any claim without the company's written consent.

2. Other insurance

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the contributor or by any person or persons, covering the same property, the company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

3. Proportional rule:

If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the contributor shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the loss according. Every item, if more than one, of the policy shall be separately subject to this condition.

4. Cancellation of insurance:

This insurance policy may be terminated at any time at the request of the contributor, then the company shall be entitled to retain the contribution or partly thereof, the company also may refund the contribution to the contributor or parts thereof according to the company's regulations. Furthermore, this policy may be cancelled at any time at the choice of the company by way of a fifteen days prior written notice to that effect, to be submitted to the Contributor, the company shall pay to the contributor at his request, the proportionate part from the contribution for the unexpired period.

5. Notices:

Each notice(s) or notification (s) to be required by the clauses stipulated herein shall be in writing or printed.

6- Company's right upon the occurrence of loss:

On the happening of any loss or damage to any of the property insured by this policy, the Company 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 it any property of the Insured 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 same
- d) Sell any such property or dispose of the same for account of whom it may concern.

The power conferred by this condition, shall be exercisable by the company at any time until notice in writing is given by the insured that he makes no claim under the policy or, if any claim is made. Until such claim is finally determined or withdrawn, and the company shall not by act done in the exercise or purported exercise of its powers hereunder, incur any liability to the insured of diminish its right to rely upon any of the conditions of this policy in answer to my claim.

If the insured or any person on his behalf shall not comply with the requirements of the company or shall hinder or obstruct the company in the exercise of its powers hereunder, all benefit under this policy shall be forfeited.

The Insured shall not in any case abandon, at his own discretion, any property to the company whether taken possession of by the company or not.

7-Abatement of Claim.

All Contributor's rights in the indemnity shall cease to be valid by virtue of this policy:

- a) If it contained fraud in whatsoever way.
- b) If forged data have been submitted or used in order to confirm the claim.
- c) If any data, which should have been submitted, have been concealed.
- d) If the contributor adopted fraudulent methods or ways in order to obtain way benefit under this policy.
- e) If the damage or injury has intentionally occurred by the contributor or his collusion.

- f) If the contributor acted intentionally to impede the salvage in whatsoever way or if he acted in whole or in part in the insured events in such a way leading to aggravate the damages.
- g) If he has reconciled or negotiated with others who are responsible for the cause of the damages without the knowledge of the company and its written approval.

In all such events the right of the contributor to redeem the contributions shall be forfeited. and it shall devolve upon the contributor's accounts.

8- Arbitration Clause:

Both parties may resort to arbitration in order to resolve any dispute, which may arise between them out of this policy pursuant to the applicable rules and regulations mentioned in the arbitration regulation without contradiction to the ISLAMIC SHARIA PROVISIONS. However, if they do not agree to that effect then, it is agreed upon between the parties here to if a dispute is arising in construing its provisions consequently, the laws of the state of Kuwait and the customary practices shall govern it thereof without contradiction to the ISLAMIC SHARIA PROVISIONS. Furthermore, they acknowledge their agreement on the jurisdiction Capital Courts to hear any dispute arising executing this policy or any other court to be chosen by The Company in the State of Kuwait.

9. Jurisdiction and applicable laws:

Kuwait laws herein shall govern the provisions without contradiction to the ISLAMIC SHARIA PROVISIONS.

10. Subrogation:

The contributor shall be obligated, whether prior to or following the obtaining of indemnity from the company, to act, permit, or contribute in performing at the expense of the company, everything which may be necessary or requested by the company with a view to enable the company to invoke the rights and proceed with the cases in which it shall subrogate the contributor and to obtain from third parties the discharges or the indemnity for the contributor by virtue of this policy. The contributor is not entitled in whatsoever event to subrogate his right to pursuit those responsible for the destruction or damage sustained by the contributor funds, their sponsors and warrantors.

11- Abatement of indemnity be prescription:

The company shall not be liable in any event for the legal claims connected with any loss or damage following the elapse of three years from the date of the accident which gave rise to such claims unless the allegation is still pending before courts or arbitration.

General Exclusions

This insurance does not cover indemnity for the following:

1. loss, damage, all liability resulting directly or indirectly from the following:
 - a) Nuclear weapon, ionized, radiation's nuclear pollution resulting from any from nuclear fuel or materials.
 - b) War, invasion, foreign enemy act, hostilities, war operations (whether war declared or not) or civil war.
 - c) Riots civil commotions, strikes, uprising, military law, conventional law, siege or any of the reasons causing the conventional law to continue in case of siege.
 - d) Terrorist acts committed by persons in favor of or connected to any organization.
For this insurance the term "Terrorism" means the use of violence for the purpose of putting the public or any section of the public in fear.
 - e) Any legal act to terminate or end or attempt to terminate or mitigate the results of any of the aforementioned items (B,C,D).

Any claim procedure to support any claim for any loss according to this policy the liability of proving the loss or damage which are not included in the exclusion A,B,C,D. and (E) shall fall on part the contributor.

2. Consequential loss or damages of any type.
3. Theft, losses or damage to any of the property by deliberate act or accomplishment of the contributor or any of his family members.

The contributor acknowledges that he has perused the terms and conditions endorsed herewith and that he received upon the issue of this policy, a copy thereof.

Sharia Committee has approved this policy on 25 of Rajab 1428 corresponding to 8/8/2007.

N.B: In the event of any difference in interpretation between the English and Arabic Text in this policy the Arabic text shall prevail

Boubyan Takaful Insurance Co.