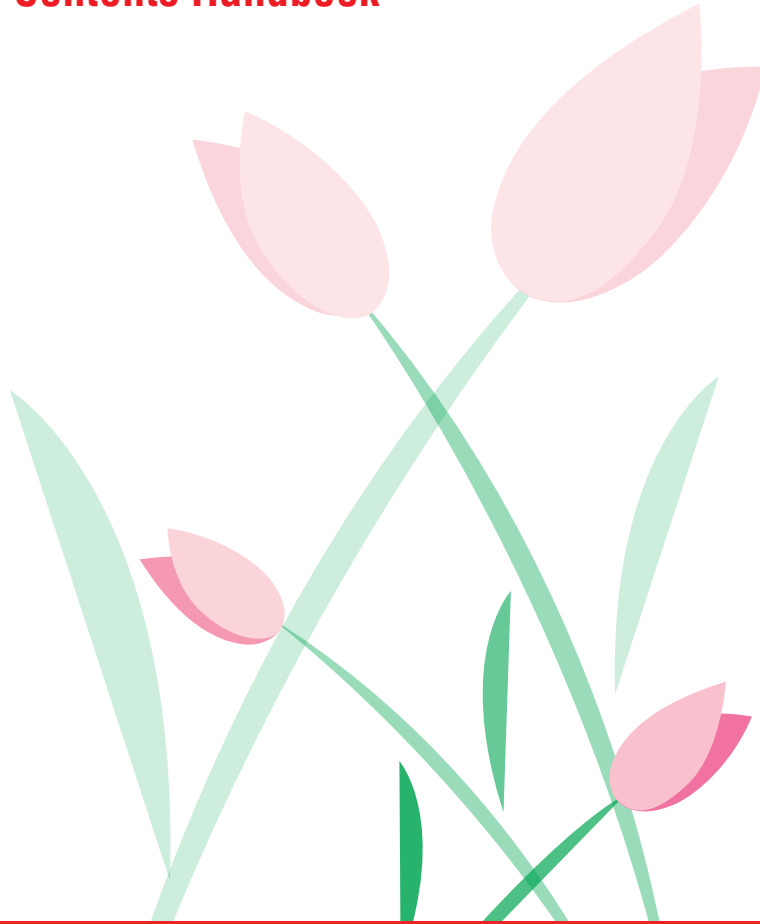


# Hayatuna Home Contents Handbook



بنك مسقط  
BankMuscat

With you, always.



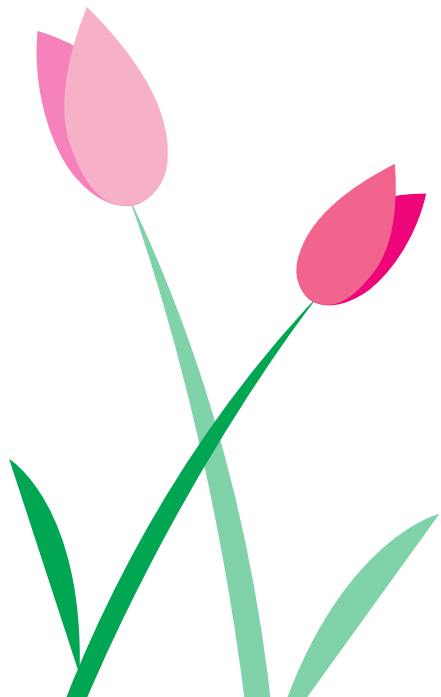
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# Terms and Conditions

## DEFINITIONS

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

**Bank** means BankMuscat, Oman.

**Certificate of Insurance** means a certificate duly signed by the Company, which includes Certificate number, name of the Insured, sum insured, Policy start date along with the schedule of benefits, limits as well as other terms of insurance.

**Company** means Oman Insurance Company (P.S.C.).

**Property Insured** means Household goods and personal effects owned the Insured or his family members residing in same Premises. (excluding cash, currency notes, bank notes and stamps), belonging to the Insured (or for which they are legally responsible)

**Deductible** means the amount to be borne by the Policy Holder, in excess of which the benefit becomes payable as mentioned in the Certificate of Insurance.

**He/She** – where the context admits, words importing the masculine gender shall include the feminine gender and words importing singular member shall include the plural and vice versa.

**Insured** means the person who has subscribed to this policy

**Period of Insurance** means period for which premium is fully paid by the Insured, starting from the day when the Insured's instructions are received.

**Policy Start Date** means the date the Insured has given consent to the Bank as mentioned in the Certificate of Insurance

**Premium** means the monthly or annual premium payable by the Insured to the Company, in consideration of the Insurance cover.

**Premises** means the place where the Insured is residing with his family members as mentioned in the Certificate of Insurance.

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

**Valuables means** Jewellery, gold, silver, watches and Cameras.

In consideration of the Insured having paid or agreed to pay to **OMAN INSURANCE COMPANY** (hereinafter referred to as "The Company") the premium mentioned in the Certificate of Insurance.

The Company hereby agrees 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 insurance or during any further Period in respect of which the Insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept the premium required the Property Insured or any part thereof shall be accidentally physically lost destroyed or damaged the Company will pay to the Insured the value of the Property Insured at the time of the happening of its loss or destruction or the amount of such damage or reinstate or replace such property or any part thereof.

## **PROVIDED THAT**

the liability of the Company shall in no case exceed the sum expressed in the said Certificate of Insurance.

## **EXCEPTIONS**

The Company will not indemnify the Insured 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



- riot or malicious acts (other than any act excluded by reason of Exception 6 (b) herein)
- Strikes locked-out workers or persons taking part in labour disturbances
- Storm, Tempest and Flood

OR (ii) resulting in

the occurrence of any of the events in (i) above then the Company will only indemnify the Insured under the Terms of the Policy in respect of the resultant loss destruction or damage

2. loss destruction or damage to :-

- 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
- property in course of construction or erection
- Bullion, stones, gems and the like, curios, work of art, antiques, manuscripts, drawings, plans, securities, money, cheques, book of accounts , explosives etc
- boilers economisers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture
- plant machinery or equipment during installation dismantling or the stripping down and assembly in respect of any re-siting operations
- electrical equipment or wiring caused by electrical current (other than lightning)
- money cheques bullion negotiable instruments and securities of all kinds
- animals growing crops or standing timber
- dams reservoirs piers wharves jetties bridges or tunnels
- any vehicle licensed for road use railway locomotives and rolling stock water craft or aircraft or property contained in water craft or aircraft
- property whilst in transit other than at any Premises described in the Schedule
- documents manuscripts business books or computer systems records for the value to the Insured of the information contained therein

- consequential loss of any kind or description whatsoever.
  - loss resulting from dishonesty fraudulent action trick device or other false pretence
  - 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
  - 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
  - b) contained in open-sided buildings
5. the amount stated in the Certificate of Insurance 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 organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by 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 Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy.

- d) the destruction of property by order of any public authority

In any action suit or other proceeding where the Company 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 insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.



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

## **POLICY CONDITIONS**

### **1. DEFINITION**

This Policy and the Certificate of Insurance 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 Certificate of Insurance shall bear such meaning wherever it may appear

### **2. MISDESCRIPTION**

If there be any material misdescription of any of the Property Insured 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 Company 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 insurance under this Policy ceases to attach as regards the property affected unless the Insured before the occurrence of any loss or damage obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company

- a) if the trade or manufacture carried on be altered or if the nature of the occupation or other circumstances affecting the building insured or containing the Insured Property be changed in such a way as to increase the risk of loss or damage
- b) if the building insured or containing Insured Property becomes unoccupied and so remains for a period of more than 60 days
- c) if the Property Insured be removed to any building or place other than that in which it is herein stated to be insured
- d) if the interest in the Property Insured passes from the Insured otherwise than by will or operation of law

#### **4. CANCELLATION**

This insurance may be terminated at any time at the request of the Insured in which case the Company will retain the customary short period rate (as per uniform provisions 15) for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company on notice to that effect being given to the Insured in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

#### **5. SAFEGUARDS AND MAINTENANCE**

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

#### **6. CLAIMS**

On the happening of any loss destruction or damage the Insured shall forthwith give notice thereof in writing to the Company and shall within 30 days after such loss destruction or damage or such further time as the Company may in writing allow at his own expense deliver to the Company 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 insurances on any property hereby insured. The insured shall also give to the Company 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 wilful or malicious damage is suspected the Insured 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. COMPANY'S RIGHTS AFTER A LOSS**

On the happening of any loss destruction or damage to any of the Property Insured 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 them 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 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 Company at any time until notice in writing is given by the Insured that they make no claim under this Policy or if any claim is made until such claim is finally determined or withdrawn and the Company shall not by any act done in the exercise or purported exercise of their powers hereunder incur any liability to the Insured or diminish their right to reply upon any of the conditions of this Policy in answer to any claim

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

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company 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 Insured 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 wilful act or with the connivance of the Insured 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 14 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 Company elect or become bound to reinstate or replace any property the Insured shall at his own expenses produce and give to the Company all such evidences as the Company may reasonably require. The Company 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 insured more than the Sum Insured thereon



## **11. SUBROGATION**

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

## **12. MARINE**

This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy be insured 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 insurance not been effected.

## **13. CONTRIBUTION**

If at the time of any loss destruction or damage happening to any Property Insured there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering the same property the Company shall not be liable to pay or contribute more than their ratable proportion of such loss destruction or damage

## **15. 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 Statutory provision in that behalf for the time being in force. 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

## **16. OBSERVANCE OF CONDITIONS**

The due observance and fulfillment of the terms conditions and endorsements of this Policy by the Insured 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 Company to make payment under this Policy.

## **17. GOVERNING LAW & JURISDICTION**

This Policy is governed by and construed in accordance with the laws of Sultanate of Oman, as applicable. Both parties agree and submit to the exclusive jurisdiction of the Courts in Sultanate of Oman.



## **18. COMPLIANCE WITH POLICY PROVISIONS**

Failure to comply with any of the provisions contained in the policy shall invalidate all claims hereunder.

### **UNIFORM PROVISIONS**

#### **1. PREMIUMS**

All premiums and applicable taxes are payable in advance by the Insured 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 Uniform Provisions "Grace Period".

#### **2. REVIEW / FREE-LOOK PERIOD**

The Insured is entitled to a full refund of premium if coverage under the policy is cancelled upon request of the Insured within fifteen (15) days from the date the first premium is debited. The Company reserves the right to decline a second application following the cancellation of the first application under this policy, from the same Insured.

#### **3. 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 "Cancellation".

The Insured 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.

#### **4. COVERAGE START DATE**

Coverage shall commence from the Policy Start Date as mentioned in the Certificate of Insurance.

#### **5. TERMINATION DATES OF CERTIFICATE OF INSURANCE**

Insurance of any Insured shall terminate immediately on the earliest of:

- the date the policy is terminated;
- the premium due date if the required premium is not paid within the Grace Period;
- the date of total loss.

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

## **6. RENEWAL CONDITIONS**

This policy may be renewed with the consent of the Company from time to time by payment of the premium in advance at the Company's rate in force at the time of renewal. Subject to Clause 7 and 8, the insurance in respect of the Insured will be automatically renewed each year, subject to payment of premiums unless earlier cancellation by the Insured or the Company.

## **7. REINSTATEMENT OF POLICY**

When the policy terminates by reason of non-payment of premium, any subsequent acceptance of a premium and reinstatement of the policy by the Company shall solely be at the Company's option and shall only cover loss resulting after the date of such reinstatement.

## **8. CLAIMS PROCEDURE**

- Claims should be intimated immediately but not later than 30 days from the date of event.
- The Company has the right to investigate the loss/ damage.
- The Company will repair or replace the lost or damaged item. As the policy is issued on "first loss basis", the Insured need not provide the list or value of the Property Insured and therefore the policy is not subject to condition of average (under insurance).
- Claims will be settled based on receipt of replacement invoice value for similar items.
- In the event of total loss of Contents, the Company shall pay up to the sum insured, as mentioned in the Certificate of Insurance.
- All burglary and/or missing claims shall be supported by a police investigation report.
- The claims will be reimbursed to the Insured based on the purchase or repair invoice.
- In the event of settlement of any claim under this policy, the sum insured shall stand reduced to the extent of the amount paid.

## **9. CHANGE IN PREMIUM RATES AT POLICY ANNIVERSARY DATE**

The Company may, at any time, change the premium rates effective each anniversary of the Policy Start Date by advance written notice delivered to the Insured or mailed to his last address as shown on the records of the Company, no later than thirty (30) days prior to such anniversary of the Policy Start Date.

## **10. CONFORMITY WITH STATUTES**

Any provision of the policy which, on the Policy Start 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.



## 11. LEGAL ACTIONS

No action at law or in equity shall be brought to recover on the policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished

## 12. TERRITORIAL LIMITS AND JURISDICTION

Sultanate of Oman

## 13. PREMIUM REFUND

There will be no refund of premium once a claim is admitted under the policy.

## 14. SHORT PERIOD SCALE

Period of Cover	% of annual premium retained by the Company
Up to 3 months	40%
Up to 4 months	50%
Up to 5 months	60%
Up to 6 months	70%
Up to 7 months	80%
Up to 8 months	90%
Over 8 months	100%

Disclaimer:

Insurance is the subject matter of the solicitation. The insurance contract is between the Insurance company and the customer and **not** between the Bank and the customer.



## Frequently Asked Questions

**Q. What all can I cover under the Home Contents Insurance?**

**A.** Household good and personal effects owned by you or by your family members residing in the same premises.

**Q. What all I cannot cover under Home Contents Insurance?**

**A.** Cash, Currency Notes, Bank Notes, Stamps, animals, crops etc.,

**Q. Does the policy cover contents whilst shifting of house or while traveling?**

**A.** No

**Q. Does the policy cover contents outside the house in open?**

**A.** No

**Q. Does the policy cover the contents if the house is unoccupied when I am on a holiday?**

**A.** Yes up to 60 days.

**Q. Do I need to pay any amount at the time of claim?**

**A.** Yes. Rials 25 for each and every claim.

**Q. How do I renew my policy?**

**A.** Both monthly and annual policies get automatically renewed, subject to availability of funds in the account for the payment of due premium.

**Q. How can I pay the premium?**

**A.** This policy is available only to BankMuscat customers and the premium is paid through customer account debits.

**Q. How much premium do I have to pay?**

**A.** The premiums applicable for options under Hayatuna Home Contents Plan are as below:

Risk cover	Monthly mode	Annual Mode
Rials 5000	Rials 3	Rials 30
Rials 10000	Rials 5	Rials 50



**Q. I have a home in Ruwi and another in Qurum. Can I cover both houses under one policy?**

**A.** No, you have to take a separate policy for each home. The policy is applicable only for the premises named in the certificate of insurance.

**Q. I have 3 houses in Muscat, 2 of which are given on rent. Can I buy this insurance for all my houses?**

**A.** No. Since Hayatuna Home Contents Plan policy covers only the household items and not the structure of the house, you can buy this policy for the household items of only the house that you stay in.

**Q. I live in a twin villa with my brother. Will one policy cover the home contents of both villas?**

**A.** No. The Hayatuna Home Contents Plan policy taken by you will cover the home contents of the villa that you live in. Your brother will have to take a separate policy to cover the contents of his home.

**Q. Can I cover my valuables in the policy?**

**A.** Yes valuables include jewellery, gold, silver, watches, and cameras. The maximum cover available is RO 500 for option 1 and RO 1000 for option 2.

**Q. Under what circumstances can I claim under the policy?**

**A.** Under the Policy you can claim for damages caused to your Home Contents by:

- Fire
- Burglary
- Cyclone
- Storm, Tempest & Flood (STF)
- Rain water damage
- Inundation
- Landslide
- Rockslide
- Earthquake
- Lightning
- Accidental damage by falling trees
- Explosion
- Riots & Strikes

**Q. What information do I need to give in application form?**

**A.** You have to give only your name, location address, risk cover option and signature in the application form.

**Q. How do I value the contents in my premises?**

**A.** Based on your estimated value of your home contents, you can choose the appropriate risk coverage from the two options of RO 5,000 and RO 10,000 available under the policy.



**Q. What will happen if I have contents more than the plan selected by me?**

**A.** The maximum benefit available under the policy will be to the extent of sum assured chosen by you. You will not be penalized for choosing a lower risk coverage.

**Q. Do I need to inform the insurance company if buy a new item?**

**A.** No

**Q. Can I upgrade the policy from Option1 to Option 2?**

**A.** Yes but subject to approval from the Insurance Company.

**Q. At the time of taking the policy, do I need provide any valuation or list of items to be covered?**

**A.** No

**Q. What should I do in case of claim?**

**A.** You should immediately, not later than 30 days from the event, inform your BankMuscat branch of the loss and report the claim. The insurance company, at its cost, will depute an inspection at the site of loss to assess the cause and damage. Based on this survey report, the insurance company will repair or replace the damaged or lost item. On production of purchase or repair invoice the company will reimburse the same to the customer.

**Q. Can I cancel the policy?**

**A.** Yes, you can cancel the policy anytime by giving a written request to you BankMuscat branch.

**Q. Will there be a refund in case of a cancelled policy?**

**A.** The premium refund is applicable ONLY to policies on annual mode. The refund of premium will be according to the Short period scale as given below

Period of Cover	% of annual premium retained by the Company
Up to 3 months	40%
Up to 4 months	50%
Up to 5 months	60%
Up to 6 months	70%
Up to 7 months	80%
Up to 8 months	90%
Over 8 months	100%



**Q. How much will I get in case I loose all the contents in the premises?**

**A.** You will get RO 5,000 in option 1 and RO 10,000 in option 2.

**Q. Does the policy cover theft?**

**A.** No. The policy only covers burglary which will have a clear evidence of forceful entry to the house having insured contents.

**Q. Does the policy pay if someone breaks the window or door and enters the house and takes the contents?**

**A.** Yes, a loss due to such an event is covered under the policy and will have to be supported by an ROP report at the time of making the claim.

**Q. What are the documents required for making a claim?**

**A.** The insured needs to provide the following documents to make a claim:

- Completely filled Claim Form
- Certificate of Insurance
- Copy of the national ID / resident card
- Police report, in case of burglary and loss of valuables
- Police or Fire Brigade report, in case of fire

