



Insurance Against the Risk of Explosion in Algeria

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Abstract

Insurance against explosion is that type of insurance which covers damages from all explosions affecting the insured's property regardless of their nature, except for those excluded by the insurer. Explosion is automatically covered under the fire insurance policy with an explicit clause and without an increase in the premium. Accordingly, through this insurance, all buildings owned by the insured are guaranteed on the basis of reconstruction value, and all movables, whether personal or professional or in the form of goods, are insured on the basis of replacement value, purchase value, or production cost.

Through this research paper, we divided our study into two axes: in the first axis we addressed the nature of explosion insurance, and in the second axis we examined the property insured against the risk of explosion.

Keywords: Insurance; Explosion; Buildings; Movable property.

Assurance contre les risques d'explosion en Algérie

Résumé

L'assurance contre les explosions est un type d'assurance qui couvre les dommages causés par toutes les explosions affectant les biens de l'assuré, quelle que soit leur nature, à l'exception de celles exclues par l'assureur. Les explosions sont automatiquement couvertes par la police d'assurance incendie, moyennant une clause explicite et sans augmentation de la prime. Ainsi, grâce à cette assurance, tous les bâtiments appartenant à l'assuré sont garantis sur la base de leur valeur de reconstruction, et tous les biens mobiliers, qu'ils soient personnels ou professionnels ou sous forme de marchandises, sont assurés sur la base de leur valeur de remplacement, de leur valeur d'achat ou de leur coût de production.

Dans le cadre de ce document de recherche, nous avons divisé notre étude en deux axes : dans le premier axe, nous avons abordé la nature de l'assurance contre les explosions, et dans le second axe, nous avons examiné les biens assurés contre le risque d'explosion.

Mots clés : Assurance ; Explosion ; Bâtiments ; Biens mobiliers.



Introduction

Explosions usually occur when a substance possesses great energy, with the generation of high heat and the sudden release of gases. These explosions often cause major damage to people's property, possibly destroying it entirely, due to the destructive nature of explosions. Consequently, the damages caused by explosions are usually so significant that it is difficult for the affected party to bear them alone. Therefore, the law allows the affected party to insure against such explosions so that another person, called the insurer, guarantees them.

However, explosion is not insured under a separate, independent contract, but is usually insured automatically within a fire insurance contract without an increase in the premium, with the same insurance companies and within a single policy. This explains the guarantee of explosions caused directly by fires or explosions that lead to major fires. On the other hand, not all explosions are insurable; some are excluded from coverage, and these are usually specified by the insurer.

Hence, the desire arose to shed light on explosion insurance and to examine it through study and analysis, by studying the risk of explosion from the insurance perspective, in order to identify the risks covered and those excluded, as well as the property included in the insurance.

The purpose of this insurance is to reduce the damages resulting from explosions and to protect and safeguard the insured's property, thereby preserving the national economy from deterioration and collapse, since it is affected by the

situation of industrial and commercial enterprises, which can be destroyed by violent explosions.

From this concept, the research problem can be formulated as follows: How is the risk of explosion guaranteed in Algeria?

To study this topic, the research relied on the descriptive method, by describing the phenomenon of explosion, how it occurs, and its consequences. The study also relied on content analysis in order to analyze the provisions related to explosion insurance and to uncover their reality.

Accordingly, the research was divided into two main axes: the first axis addresses the insured risk of explosion by providing a definition of explosion risk and distinguishing between covered and excluded explosions, while the second axis deals with the insured property such as buildings, personal and professional items (equipment), and goods (merchandise).

1. The Insured Risk of Explosion

This axis is devoted to studying the risk of explosion by defining it and identifying its causes (first), and then examining its insurance coverage by identifying the damages covered and the damages excluded (second).

1.1. Definition of Explosion and Its Causes

This section contains two requirements: the definition (1), and then the causes (2).

1.1.1. Definition of Explosion

There are several definitions of explosion, including the linguistic, scientific, and contractual definitions.



▪ **The Linguistic Definition of Explosion Risk:**

The word “explosion” is derived from the Latin word *explodere*, which means the pressure that leads to an explosion.

Thus, the *Petit Robert* dictionary defines explosion as “an act of sudden breaking that sometimes produces fragments,” while the *Petit Larousse* dictionary defines it as “a violent burst.”

▪ **The Technical (Scientific) Definition of Explosion:**

It is the result of a rapid chemical reaction occurring in a solid, liquid, or gaseous substance, producing gases, vapors, and intense heat. As the substance expands due to the heat, severe pressure is generated, leading to destruction, and this occurs in a very short time.

From this definition, we find that explosion differs from fire by the speed of the oxidation process. In explosion, oxidation occurs extremely rapidly, while in fire it occurs much more slowly. In addition, fire requires three elements: a combustible material, adequate temperature, and sufficient oxygen (*l'oxygène*). Explosion also requires these three elements, in addition to the presence of gases that expand greatly due to the intense heat generated by the reaction, which causes destruction.

Accordingly, explosions often occur in places containing flammable liquids, gases, or vapors when exposed to a spark. For example, when a mixture of gas or vapor in an oxygen atmosphere is exposed to a certain degree of heat, explosion and ignition occur.

- **The Contractual Definition of Explosion**

The Algerian legislator did not define explosion, unlike other legislations, so it is necessary to rely on the contractual definition agreed upon by insurance companies.

Thus, the Fire Technical Bureau of French insurance companies in 1944 defined explosion as “a sudden and violent phenomenon of gas or vapor pressure, whether they existed before the explosion or were formed simultaneously.”

Accordingly, this definition was introduced into French insurance documents, where special agreements and general standard conditions for fire insurance adopted the definition of explosion, but removed the phrase “whether the gas or vapor existed before the explosion or were formed simultaneously.” The definition then became: “the sudden and violent effect of the rise and fall of gas or vapor pressure.”

However, this deletion was criticized by legal scholars because the Technical Bureau’s definition was more accurate, as it covered all types of explosions. In our opinion, this justifies why Algerian special agreements and even the general conditions for fire and explosion insurance adopted the Technical Bureau’s definition with only a change in phrasing.

1.1.2. Causes of Explosion

Explosion has multiple causes: it can be chemical in origin, due to gas or vapor pressure; it can also be mechanical, resulting from centrifugal force or excessive machine speed. Explosions may also be caused by materials in the form of dust suspended in the air when exposed to



heating, which occurs especially in flour mills and carpentry workshops (wood shavings).

Other causes of explosions include:

- Faulty design and installation resulting in manufacturing defects.
- Negligence in operation and maintenance due to poor worker training and lack of inspection.
- Obsolescence of the insured item.
- Excessive sediment in certain devices, accumulating at the bottom and left for long periods.
- Rust affecting the insured item due to certain chemical substances in water, which causes pitting and corrosion of iron.

1.2. Insurance Coverage of Explosion Risk

Article 45-1 of Ordinance No. 95-07 on Algerian insurance states that “the insurer covers material damages directly resulting from... or explosion...”

From this text, it is understood that explosion risk is automatically covered among the basic risks of the fire insurance policy within the insured amount, and does not require a special clause in the contract. This is also the practice in the French fire insurance policy, where explosion risk is included in its basic coverage. However, the French insurer agrees to cover this explosion in return for specific and separate premiums, particularly in the area of industrial risks. In contrast, the Egyptian and English policies consider explosion risk as additional and complementary coverage, which may be insured only with an explicit clause in the policy.

It would have been preferable if the Algerian legislator had made explosion coverage conditional upon an additional premium and a special clause, since it is an independent risk whose damages may far exceed those of fire.

Thus, the coverage includes all damages resulting from explosion, whatever its nature – whether occurring before or after fire, or even if it does not result in fire.

1.2.1. Covered Explosions

Covered under the guarantee are material damages affecting the insured objects caused by explosion resulting from:

- Gas used for heating and lighting or driving force (*la force motrice*) and welding operations.
- Dynamite (*dynamite*) or any similar explosive, except for explosions that occur in a factory or warehouse.
- Explosion of all materials that may be stored by the insured, such as ordinary explosives like gasoline and alcohol.
- Chemical reactions of certain organic substances in very finely cut form, resulting for example from the storage of sugar, flour, or sawdust.
- Explosion of steam appliances and central heating systems, including water hammers resulting from steam appliances. The water hammer (*coups d'eau*) usually occurs in steam engines, where due to cooling (*refroidissement*), part of the steam condenses into water that accidentally enters the cylinder, and as a result of pressure, this water is pushed by a piston causing the explosion of the steam engine.



1.2.2- *Explosions excluded from coverage*

Excluded from coverage are explosions resulting from cracking of appliances and their rupture, especially due to wear (*l'usure*), ice, or firearms.

A firearm discharge (*coups de feu*) results from excessive heat produced by insufficient or absent water passage to the steam generator. This excessive heat leads to the melting or disintegration of tubes or metal plates, or even the explosion of the cylindrical bundle of the steam generator. However, it is permissible to insure against firearm discharges under machinery insurance.

Also excluded from coverage are:

- Damages resulting from gas or liquid pressure intentionally introduced into the device during testing or experimentation.
- Damages affecting compressors (*compresseurs*), electric generators, heat engines, turbines (*turbines*), resulting from explosions generated inside these devices.
- Damages affecting inflatable structures (*structures gonflables*), resulting from an explosion originating within them.
- Deformation damages without breakage affecting containers and tanks resulting from an internal explosion.
- Explosion damages originating inside electrical devices, but it is permissible to insure them under "electrical equipment accident" coverage as part of additional coverage.
- Explosions occurring inside a factory or warehouse of explosives, meaning any plant containing materials

prepared for causing explosions or used for this purpose.

- Explosions originating from terrorist or sabotage acts.

2. Properties Covered by Insurance

This section addresses the properties insured against the risk of explosion, consisting of buildings (first), and movables (second).

2.1. Buildings (constructed real estate) *les bâtiments*

Here, we show the scope of insurance on buildings (1), then compensation (2).

2.1.1. *Scope of insurance on buildings:*

This insurance covers all buildings and structures owned by the insured, and all their dependencies (*leur dépendances*) represented in storage places such as garages and cellars (*les caves*), including building foundations and real estate by allocation, provided that these items are located in the place precisely specified in the special conditions of the policy.

Also covered under the guarantee are all fixtures (*les aménagements*) and equipment that are not original to the building but cannot be removed without damage or demolition of part of the building they are attached to. Considered as part of these fixtures are all equipment for central heating, water, and electricity, as well as ventilation systems, and all types of wall, floor, and ceiling coverings (*revêtements*). In addition, fences and walls (*les clôtures-murailles*) that are part of the building are covered.

Excluded from building coverage are:

- Lands, unpaved roads and paths, trees, lawns, crops, and plants of all types.



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- Buried pipes and conduits requiring excavation.
- Fences not attached to the building.
- Bridges, port facilities, coastal and shoreline protection, water extraction buildings, purification buildings, sewage buildings, external aerial line buildings; however, these may be insured in case of a contrary agreement.

Furthermore, the owner has the right to insure the building he owns against explosion to preserve his property. Any person with an interest in preserving the building also has the right to insure it, such as the owner of the bare ownership, the usufructuary, and the mortgage creditor who can underwrite insurance on the mortgaged building. Buildings under construction can be insured by the real estate developer, who is the owner of the building until its delivery, as well as by the construction contractor until the delivery of the works.

In addition, tenants or occupants of the building have the right to insure it, as the lease contract sometimes obliges them to insure the rented property against explosion damages.

2.1.2. Compensation

The insured amount for buildings equals the reconstruction value (*la valeur de reconstruction*) on the day of the incident, including architects' fees, with deduction for depreciation (*valeur vétusté*). The reconstruction value corresponds to the cost of building materials plus labor cost, and does not include:

- Demolition and debris removal costs (excavation and rubble), although these may be insured up to 5% of the indemnity paid.
- Decorators' fees, study offices, technical control, and engineering.
- Contributions paid for "construction damage insurance" (*assurance des dommages-ouvrages*).

It is also possible to insure these buildings on the basis of new value (*la valeur à neuf*), in which case depreciation cannot be deducted. Cellars and building foundations are automatically insured.

In addition, building insurance is subject to the proportional rule (*la règle proportionnelle*), if the declared building value exceeds the insured amount.

2.2. Movable (Biens mobiliers)

In addition to building damage coverage, damages to movables owned by the insured are also covered. These movables may relate to a single movable or various movables, whether personal items, goods, or equipment. Thus, movable insurance includes personal movables (1), equipment (2), and goods (3).

2.2.1. Personal Movable (Mobiliers personnels)

Here, we clarify the scope of insurance for personal movables, then compensation.

- **Scope of insurance on personal movables**

This coverage includes all furniture and objects owned by the insured related to ordinary housing, not used for professional purposes (*les effets professionnels*). Also covered are domestic animals and even items temporarily located in



the insured buildings and not used for professional purposes.

In addition, coverage extends to movables owned by the insured's employees and workers, or any other person residing with him. Personal movables also include clothing, foodstuffs, household utensils, and kitchenware, etc.

As for electrical appliances in general such as household appliances, radios, televisions, various robots, and small electrical tools, they are covered only in case of explosion extending to them from neighboring items, while explosions originating from these devices themselves are not covered, unless coverage is extended to electrical damages.

Furthermore, valuable items such as jewelry (*bijoux*), gemstones, fine pearls (*perles fines*), valuable paintings, statues, rare and precious objects, and works of art are included under personal movables insurance.

Personal movables coverage may also, by special clause or agreement, extend to fixtures (*les aménagements*) and improvements introduced by tenants or occupants in real estate (such as painting, wallpaper, and decoration), as well as heating and electrical equipment installed by tenants or occupants. Fixtures installed by the owner, however, are covered under building insurance.

In principle, the following are excluded: funds (*les fonds*), monetary values of all kinds (such as cash), stamps (*timbres*), manuscripts, banking and financial papers, and securities. However, these exclusions may be covered, particularly coins, securities, and papers representing monetary value. Also excluded are motor vehicles and their trailers subject to compulsory insurance.

▪ **Compensation**

As a general rule, compensation for personal movables is estimated on the basis of replacement value (*valeur de remplacement*) at the time of the incident, with deduction for depreciation. However, it is possible to insure these movables at their new value, taking depreciation into account.

Thus, the following are excluded:

- Transport and moving costs.
- Demolition and debris removal costs.

For electrical appliances insured against explosion originating within them by paying an extra premium, compensation may be:

- In the case of total destruction: compensation equals the new replacement value of an equivalent device (*matériel équivalent*), minus the depreciation value calculated on a flat-rate basis (*forfaitairement*) per year since the device left the factory or the pipes/conduits were installed, minus salvage value (total recovery of the device less depreciation). In addition, transportation and installation costs are added, not exceeding 15% of the damage amount, unless otherwise agreed.
- In the case of partial destruction: compensation equals the repair price (*prix de la réparation*) (spare parts and labor), minus depreciation and salvage value. Actual compensation cannot exceed the total destruction compensation.

If destruction occurs due to explosion originating from neighboring objects, compensation is calculated according to the general rule (replacement value minus depreciation, or on the basis of new value).



As for jewelry, gemstones, valuable paintings, statues, and rare and precious objects, compensation in case of damage is based on the agreed value (*la valeur agréé*), which can be assessed by expertise when the contract is signed and paid in advance by the insured. Compensation in this case cannot exceed 30% of the insured amount for all movables.

2.2.2: *Equipment (Professional Movables) le matériel professionnel*

Equipment is defined as all movables, tools (*outillages*), machines, and equipment owned by the insured and used for professional purposes. This section examines the scope of insurance for equipment, the resulting exclusions, and the method of compensation for these professional movables when damaged.

▪ Scope of insurance for equipment

Insurance on Equipment

Insurance on equipment covers all industrial and commercial equipment, and all insured installations, without the need for specification or inventory, and without any exception or reservation.

Accordingly, the guarantee for equipment includes the following:

- Professional movables relating to office objects and supplies, as well as storage devices.
- Tools or machines used manually or by machinery.
- Machines and devices that are likely covered under the “machinery breakdown” guarantee.
- All professional equipment and installations: IT and electronic devices, or processing, communication,

experimental, and security equipment, as well as transformers and electrical installations for generating high-current power (courant fort).

- All IT data carriers such as disks, tapes, diskettes, cartridges, magnetic tapes, and CD-ROMs.
- All non-IT data carriers such as models, molds (moules), drawings (dessins), archives, and manual files, etc.
- Facilities of the professional premises such as wallpaper, carpets, etc., if carried out at the expense of the insured tenant.

Excluded from equipment guarantee:

- Vehicles and motorized equipment and their accessories subject to compulsory insurance.
- Damage affecting compressors, engines, turbines, and blowing devices or systems resulting from the explosion of these devices themselves.
- Electrical machines, transformers, electrical or electronic devices, electrical conduits and accessories, if the explosion originates from these devices themselves; however, these may be insured under “electrical damage insurance” for an additional premium (prime additionnel).
- Deformations (les déformations) without breakage affecting containers or tanks resulting from explosions occurring inside them.
- Fragile parts (les parties fragiles) such as insulators, heating resistors, lamps of all types, and electronic tubes.
- Buried electrical conduits.
- Generators and transformers of more than 1,000 kVA.
- Engines of more than 1,000 kW.



- **Compensation**

Compensation for equipment is estimated according to its replacement value at the time of the accident with equipment matching the condition and production (un matériel conforme à d'état et à la production), including transportation and installation costs.

It is also possible to insure equipment at its new value, except for electrical or electronic devices.

Expenses for transfer, relocation, demolition, and debris may also be guaranteed, provided they are listed in a separate clause under the guarantee of expenses and losses (immaterial damages).

As for professional electrical devices where the explosion originates inside them, compensation is provided in two ways:

- In the case of total loss: compensation equals the new replacement value of the similar device minus the value of salvage and the lump-sum depreciation determined annually from the date the destroyed device left the factory or from the date of pipeline installation, plus transportation and installation costs within a limit not exceeding 15% of the amount of damage.
- In the case of partial loss: compensation is estimated based on repair costs (spare parts and labor), minus depreciation and salvage. Therefore, the compensation due cannot exceed the amount of damage resulting from the total loss of the device.

If the loss of these electrical devices is due to an explosion originating from neighboring objects, compensation is calculated according to the general rule (replacement value

minus depreciation assessed by the expert, without exemption and without excluding fragile parts, or on the basis of settlement at new value, if applicable).

As for models, drawings, archives, clichés, files, tapes of all kinds, disks of all kinds, and memories, their compensation is estimated based on the cost of re-creation (re-establishment) of these items.

2.2.3. *Goods (merchandise)*

Legally, merchandise can be defined as any movable intended for trade. From an accounting standpoint, it is “all goods purchased for resale.” In the language of insurance, merchandise is defined as “all items intended for transformation or sale, as well as all supplies and packaging (emballages) related to the profession of the insured.”

Accordingly, the scope of insurance for merchandise is presented, followed by compensation.

- **Scope of Insurance for Merchandise**

In the language of insurance, the term merchandise includes everything other than buildings, movables, or equipment. Accordingly, insurance on merchandise covers:

- The goods themselves purchased by the enterprise for resale as is, i.e., without transformation.
- All items intended for transformation such as raw materials of all types, products under manufacturing, semi-finished or finished products, or stored products.
- All necessary supplies (les approvisionnements) and packaging (packing materials) connected to the professional activity of the insured, and all workshop, storage, and office equipment.



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- All consumable materials such as fuel, oils, grease, butane gas, firewood, seeds, fertilizers, maintenance products, etc.

Excluded from the guarantee are scrap materials, i.e., all various materials or goods in waste condition, unusable, and of no value.

- **Compensation**

Compensation here is estimated according to the nature of the goods:

- Raw materials, packaging, supplies: estimated based on the purchase price (prix d'achat) valued at the last price before the accident, plus transportation costs.
- Finished, semi-finished, or goods under manufacturing: estimated based on production cost (prix de revient), i.e., production costs corresponding to the purchase price of materials and products used, plus previously incurred manufacturing costs and a proportional share of necessary general manufacturing costs, excluding distribution costs.
- State-owned goods: compensated based on the value determined by the competent authority before their transformation.
- Goods manufactured and sold to the farm and prepared for delivery: estimated based on the agreed sale price, minus preserved delivery costs. This basic compensation is granted only for goods not insured by the buyer.

Conclusion

First: Findings

This study concluded that explosion insurance is that which covers the insured's property damaged by explosion caused by high or low pressure of gas and steam, or caused by design error, negligence, or excessive speed of the device. Explosion insurance is provided for in Article 45 of Insurance Law No. 95/07, where explosion damages are automatically guaranteed under the fire policy without additional premium, thus covering all explosions regardless of their nature, except those excluded by the insurer, such as an explosion originating inside the device itself, which is not covered.

Moreover, explosion insurance is a branch of property insurance, covering all the insured's property, whether in the form of buildings or movables. Buildings include all the insured's structures and real estate and all their dependencies and accessories, compensated based on reconstruction value minus depreciation. Movables include all personal and professional movables and merchandise owned by the insured.

Thus, personal movables are all objects related to ordinary housing and not used for professional purposes, compensated at replacement value during the accident minus depreciation. Professional movables (equipment) are all objects used for professional needs and purposes, compensated according to their replacement value at the time of the accident, conforming to condition and production. Merchandise includes all goods intended for transformation or sale such as supplies and packaging,



compensated according to the nature of each good, either based on purchase price or production cost.

Second: Recommendations

Accordingly, the study recommends:

- It would be preferable if the Algerian legislator made explosion risk coverage subject to an additional premium and under a specific clause, since it is an independent risk and its damages may exceed those of fire.
- It would be preferable to separate explosion insurance from fire insurance and make it a separate and independent contract.
- To establish more comprehensive and clear legal provisions and rules for explosion insurance, since there is only one article in the insurance law addressing it.
- It would be preferable if the insurance law explicitly stipulated the explosions covered and excluded from the guarantee.

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