This is a sample Policy document that provides full wording for all the covers we offer.

Once you have bought your Policy you will be provided with the documentation specific to what you have requested.
Welcome to Sun General Insurance Inc.

We are delighted You have chosen Us for Your insurance needs and are confident that You will be satisfied with the level of service and insurance protection You receive.

In the following pages and the attached schedule, You will learn everything You need to know about Your insurance Policy and how to contact Us in case You have a claim. Please make sure to keep this policy in a safe place. If there is anything incorrect, please return it to Our offices immediately.

If during the course of the Insurance Your circumstances change, You must notify Us immediately so that We can ensure that the cover We are providing is adequate.

Remember to ask Us or Your representative about the other services We offer including:
• Vehicle Insurance
• Business Insurance
• Travel Insurance
Having multiple policies with Us will save You money!

We hope You will be Our customer for many years to come.

Davis Browne
President

Questions?
Please call: 434-8480

Policy Version: 1.0
Last revised August 2013

Sun General Insurance
Head Office: Sun General Insurance
CWTS Complex, Lower Estate
St. George, Barbados

Sun General Insurance
Carlisle House, Bridgetown
St. Micheal, Barbados

Sun General Insurance
Bernmar Corporation, Sunset Crest,
St. James, Barbados
1. stormy weather?

If a storm is on its way, make sure that You have Your hurricane preparedness kit ready. Don’t leave it until the last minute as the shops may sell out of vital supplies and You may run out of time.

2. moving house?

Remember to tell Us of any changes in Your circumstances, particularly if You move house. Let Us know in advance of Your move date so We can make sure You continue to benefit from Our coverage.

3. optional extras

It’s not just Your house and contents that need insuring. If Your home is badly damaged You may need to pay to remove the debris or pay an architect to redesign it for You. Ask Us today about these extras.

4. tighten up on security

Alarm systems and burglar bars can help to prevent thieves from entering, and deter them if they do get in. You may even save on Your insurance with these extras.

5. avoid fires in your home

Install smoke alarms and make sure You have adequate fire extinguishing devices and that they are inspected as per the manufacturer’s recommendations.

UNDERINSURANCE

It is very important that You provide an accurate valuation for Your Buildings and Your Contents. If there is a claim and You have underinsured your Buildings or Contents, then We will only pay the claim in the same proportion that it was underinsured. Please see the following example:

**Buildings**
- actual rebuild value: $500,000
- insured rebuild value: $300,000

(This property is underinsured by $200,000)

A tree falls and knocks down a wall and part of the roof. The cost to repair the damage is $50,000. However, due to the underinsurance, We will only pay as follows:

\[
\text{Insured Rebuild Value} \times \text{Claim} = \frac{\text{Actual Rebuild Value}}{\text{Actual Rebuild Value}}
\]

Which is:

\[
\frac{300,000 \times 50,000}{500,000} = 30,000
\]

Therefore to have Your house repaired, You will also need to pay $20,000.

So please do not attempt to save money on Your insurance by underinsuring the value of Your Buildings, or Your Contents.

Please also remember to include the value of Your:
- Fences
- Gates
- Walls
- Patios
- Terraces
- Footpaths

And any other outbuildings that make up the Buildings to be insured. If You fail to include these in the value and then after a claim, look to have them rebuilt, Your Buildings will be underinsured again and You will be missing coverage.
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SECTION 1. DEFINITIONS

The following definitions will have the meaning stated below wherever they appear in bold and capitalised throughout this Policy unless otherwise shown for any Policy section.

Accidental Damage
Damage caused suddenly and unexpectedly from an outside force.

Buildings
The private dwelling used for domestic purposes only located at the Risk Address and all domestic offices, stables, garages and outbuildings used solely in connection therewith and on the same premises, the fixtures and fittings therein and the patios, terraces, footpaths, walls, gates and fences around and pertaining there to.

Caribbean
Means Barbados, St. Lucia, Martinique, Anguilla, Antigua and Barbuda, Aruba, Bahamas, British Virgin Islands, Cayman Islands, Curacao, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Honduras, Jamaica, Martinique, St. Barthélemy, St. Kitts & Nevis, St. Maarten, St. Martin, St. Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands.

Contents
Shall mean Your furniture, household goods, Valuables and Personal Effects (except any specifically insured hereunder separately) and Electronic Equipment, but not including Firearms.

Data
Means representations of information or concepts, in any form.

Domestic Employees
A person employed by You to carry out domestic duties in connection with Your home and its land, and not employed by You in any capacity in connection with any other business, trade or profession.

Domestic Employees’ Contents
Personal Effects belonging to Your Domestic Employee(s) and which is located at the Risk Address.

Electronic Equipment
Includes television sets, stereo equipment, video players, DVD players, Blu-ray players, home entertainment equipment, computers, games consoles, smartphones, portable music players and any accessories.

Electronic Equipment List
A list that details all the items that make up the Electronic Equipment as insured hereunder, including but not limited to the serial number and the replacement cost at the commencement of the Policy Period of each item individually.

Endorsement
Any written amendment to Your Policy which we have made either by way of your request of by a change in Your circumstances.

Excess
This is the amount You will have to pay towards each separate claim.

For the purpose of this Policy all items insured under Buildings shall be considered as one item when applying the Excess for any claim unless it is noted on Your Schedule that a Per Item Limit applies.

Your Policy provides three main Excesses:

1. Standard Excess
The standard Excess shall apply to all Sections of this Policy unless a specific Excess or nil Excess is noted next to the coverage provided.

2. Flood Excess
The flood Excess shall apply to any loss or damage arising from flood and/or seawave not caused by a Named Windstorm, earthquake, volcanic eruption, tidal wave or tsunami.

3. Catastrophe Excess
The catastrophe excess shall apply to each occurrence that causes loss or damage arising from a Named Windstorm, earthquake, volcanic eruption, tidal wave or tsunami, including any flood and/or seawave as a result of these.

For the purpose of Your Catastrophe Excess, an occurrence shall not be considered to have terminated until there have been seventy two (72) consecutive hours freedom from the peril concerned at the Risk Address.

For the purpose of all other Excesses, an occurrence shall not be considered to have terminated until there have been one hundred and sixty-eight (168) consecutive hours freedom from the peril concerned at the Risk Address.

Firearm
Any weapon from which a shot is discharged by gun powder or any weapon from which a shot is discharged by pressure of compressed air or otherwise.

Flood
Flood is a sudden, general and temporary condition where Your Buildings are inundated by water or mudflow.

Fungi
Fungi means any type or form of fungus, including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

Geographical Area
The country as listed on Your Schedule.

Money
Current coin and bank notes, cheques, postal money orders, current postage stamps, travel tickets and traveller’s cheques all held by You for social, domestic or charitable purposes only.

Named Windstorm
Includes all tropical storms and hurricanes that have been named by the World Meteorological Organisation.

Per Item Limit
Shall mean that each separate component that makes up the Buildings shall be separate and distinct for the application of any applicable Excess provided that each part is itemized on Your Schedule.

Personal Effects
Wearing apparel and other personal articles worn or effects used or carried but not including Valuables, Money, mechanically propelled vehicles, watercrafts, caravans, trailers, animals, camping equipment, contact lenses and documents.

Policy
This document which contains details of the coverages as itemised on Your Schedule and any applicable Endorsements.

Policy Period
The dates shown on Your Schedule for which this Policy is in operation, and any applicable renewal periods thereafter.

Riot and Strike
Shall mean:
1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not). The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturber in minimizing the consequence of any such disturbance.
2. the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
3. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequence of any such act.

Risk Address
The address on the Schedule of where Your insured risk is located.
Schedule
The document attached to this Policy which gives details of the Limits of Liability, the Excesses and which sections of the Policy apply.

Sum Insured / Limit of Liability
The amount shown on Your Schedule as the most we will pay for claims resulting from one incident unless otherwise changed by way of Endorsement.

Tenants Improvements
If You are renting the property and are purchasing Contents only insurance You may insure any modifications You have made to the Buildings, its fixtures or interior decorations with the landlord's prior written consent, for which You are legally responsible, and which has been agreed by Us.

Unfurnished
Any Buildings where no furniture has been installed for a period of greater than 40 days shall be deemed unfurnished.

Unoccupied
Any Buildings left unoccupied for a period of greater than 40 consecutive days will be deemed unoccupied.

Valuables
Jewellery, articles of gold, silver, or other precious metal, watches, furs, cameras, works of art, art curios, telescopes or binoculars.

We / Us / Insurer / Company
Sun General Insurance Inc.

You / Your / Insured / Policyholder
1. The person(s) named in the Schedule, their spouse and any member(s) of their immediate family(ies) normally residing with such person(s).
2. The company, organisation, body corporate or legal entity named in the Schedule.

SECTION 2. INSURANCE COVERAGE

We will indemnify You, or at our option repair, reinstate, replace or pay cash, for loss or damage occurring during the Policy Period up to the Limits of Liability as stated on the Schedule for each relevant section and as subject to any applicable Excess for the following:

2.1 Buildings
Loss or damage to Your Buildings arising from:
1. fire, lightning, explosion, smoke, thunderbolt, or subterranean fire; but not including damage:
   a. from smoke caused by any gradually operating cause or by any agricultural or industrial operations.
   b. occurring after the Buildings are left Unoccupied or Unfurnished.
2. Riot and Strike.
3. malicious acts and vandalism; but not including damage:
   a. caused by the Insured or anyone lawfully in the Buildings.
   b. occurring when the Buildings are Unoccupied or Unfurnished.
4. Impact damage caused by:
   a. aircraft or other aerial device, or any article dropped from them.
   b. any road vehicle, horse or cattle not belonging to You nor under Your control.
5. bursting or overflowing of a water tank, apparatus or pipe but not including:
   a. loss or damage occurring while the Buildings are left Unoccupied or Unfurnished.
   b. loss or damage to the water tank, apparatus or pipe.
6. theft, attempted theft, burglary, housebreaking accompanied by actual forcible breaking into or out of a Building or any attempt thereat; but not including:
   a. any loss or damage occurring when Your Building is Unoccupied or Unfurnished.
   b. any loss or damage involving or in collusion with the Insured.
7. Named Windstorm, tropical wave, tropical depression, cyclone, tornado, tsunami, tidal wave, earthquake, seakeake or volcanic eruption including Flood or overflow of the sea occasioned thereby, but not including:
   a. any building in course of construction, reconstruction or repair (unless all outside doors, windows and other openings thereto are complete and protected against such perils),
   b. awnings, blinds, signs, external television and radio antennae, aerial fittings, masts and towers or other outdoor fixtures and fittings including gates and fences, unless the extension of cover has been agreed by Us and is listed on Your Schedule.
8. Flood and overflow of the sea not caused by a Named Windstorm, tropical depression, tropical wave, cyclone, tornado, earthquake, seakeake or volcanic eruption; but not including:
   a. water overflow arising from blockage of any drains or gutters attached to Your Buildings caused by a lack of maintenance.

2.2 Contents
Loss or damage to Your Contents and Tenants Improvements arising from:
1. fire, lightning, explosion, smoke, thunderbolt, or subterranean fire; but not including loss or damage:
   a. from smoke caused by any gradually operating cause or by any agricultural or industrial operations.
   b. occurring after the Buildings are left Unoccupied or Unfurnished.
2. Riot and Strike.
3. malicious acts and vandalism; but not including loss or damage:
   a. caused by the Insured or anyone lawfully in the Buildings.
   b. occurring when the Buildings are Unoccupied or Unfurnished.
4. Impact damage caused by:
   a. aircraft or other aerial device, or any article dropped from them.
   b. any road vehicle, horse or cattle not belonging to You nor under Your control.
5. bursting or overflowing of a water tank, apparatus or pipe but not including:
   a. loss or damage occurring while the Buildings are left Unoccupied or Unfurnished.
   b. loss or damage to the water tank, apparatus or pipe.
6. theft, attempted theft, burglary, housebreaking accompanied by actual forcible breaking into or out of a Building or any attempt thereat; but not including:
   a. any loss or damage occurring when Your Building is Unoccupied or Unfurnished.
   b. any loss or damage involving or in collusion with the Insured.
7. Named Windstorm, tropical wave, tropical depression, cyclone, tornado, tsunami, tidal wave, earthquake, seakeake or volcanic eruption including Flood or overflow of the sea occasioned thereby, but not including:
   a. any building in course of construction, reconstruction or repair (unless all outside doors, windows and other openings thereto are complete and protected against such perils),
   b. awnings, blinds, signs, external television and radio antennae, aerial fittings, masts and towers or other outdoor fixtures and fittings including gates and fences, unless the extension of cover has been agreed by Us and is listed on Your Schedule.
8. Flood and overflow of the sea not caused by a Named Windstorm, tropical depression, tropical wave, cyclone, tornado, earthquake, seakeake or volcanic eruption; but not including:
   a. any building in course of construction, reconstruction or repair (unless all outside doors, windows and other openings thereto are complete and protected against such perils),
   b. any loss or damage involving or in collusion with the Insured.

2.3 Loss of or Damage to Domestic Employees’ Property
For loss of or damage to Domestic Employee’s Property whilst contained in the Buildings or in any private dwelling, boarding house, lodging house, hotel or inn within the Geographical Area in which such Domestic Employee is residing with the Insured.
Provided that:
1. such Domestic Employee:
   a. shall as though he were the Insured observe, fulfil and be subject to the terms of this Policy so far as they can apply.
3.1 All Risk Cover
Loss or damage to any item separately specified and listed under this section in the Policy, within the Geographical Area; or
1. up to 90 days within the Caribbean; or
2. up to 30 days anywhere in the rest of the world but not including:
   a. loss or damage caused by wear and tear, moth, vermin or any gradually operating cause or any process of cleaning, repairing or restoring.
   b. mechanical breakdown or derangement unless caused by accidental damage to the exterior of the property.
   c. loss or damage caused by electrical breakdown.

3.2 Claims Stamp Duty
The Insurer will pay the relevant stamp duty on claims in respect of any settlements made hereunder.

3.3 Contents In The Open
Loss or damage arising from any covered loss under Section 2.2 of this Policy to any Contents left in the open while within the boundaries of the land belonging to the Buildings, but not including:
1. theft, except for pool, garden or patio furniture.
2. Electronic Equipment.
3. damage caused by wear and tear, gradual deterioration, vermin, insects, mould, mildew, corrosion, rot, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design or breakdown.
4. loss or damage occurring while the Buildings are Unoccupied or Unfurnished.

3.4 Employers Liability – Domestic Employees
If a Domestic Employee shall sustain bodily injury by accident or disease and report it during the Policy Period which arises out of and in the course of his employment We will indemnify You against liability at law for damages and claimants' costs and expenses in respect of such injury or disease and will in addition pay all cost and expenses incurred with Our written consent, but not including:
1. any liability to employees of contractors.
2. any sum which You would have been entitled to recover from any third party but for an agreement between You and such third party.
3. Your liability to pay compensation to a Domestic Employee or to the legal personal representatives or dependants of a Domestic Employee by virtue of any workmen's compensation law.

3.5 Escape of Water or Oil
Damage to Your Buildings or Your Contents arising from the escape of water or oil from any washing machine, dishwasher, refrigerator, freezer or fixed domestic water or heating installation; aquariums or water beds; but not including any damage:
1. resulting from gradual seepage.
2. caused by a lack of routine maintenance.
3. immediately following any repairs or maintenance of the equipment.
4. occurring when the Buildings are Unoccupied or Unfurnished.
5. to the apparatus from which the water or oil escaped.

3.6 Falling Trees, Branches or Electricity Poles
Damage to Your Buildings or Your Contents from falling trees or branches, but not including:
1. damage caused by the falling or lopping of trees.
2. damage to gates, fences or hedges.
3. damage caused by trees that You should reasonably have known needed pruning or needed to be cut down due to disease or damage.

3.7 Firearm Extension
1. Loss or Damage to Your Firearm and Your Firearm Accessories up to a Sum Insured of $2,500 anywhere within the Geographical Area but not including:
   a. an Excess of $150.
   b. loss or damage caused by bursting or bulging gun barrels, faulty ammunition, rust, fouling, marring, scratching, wear, tear or gradual deterioration, mechanical breakdown, malfunction or defect or loss caused by or during any process of repairing, refinishing or renovation.
c. theft from a vehicle, unless the theft resulted from a breaking and entering of a locked vehicle or a locked portion of a vehicle.
d. loss or damage to ammunition, clips, magazines, holsters and gun cases, unless the Firearm they are used with is part of the loss claimed.

2. Damages and compensation that You become legally liable to pay in respect of:
   a. accidental bodily injury to a third party.
   b. accidental damage to tangible property belonging to a third party happening within the Geographical Area during the Policy Period, resulting from the use by You of any licensed Firearm insured under this extension up to a Limit of Liability of $100,000 any one claim, and in the aggregate for all claims arising from all accidents occurring during any one Policy Period, but not including:
      i. bodily injury to the Insured.
      ii. damage to Your Buildings, Your Contents, or any Domestic Employee’s Contents.
   c. liability arising from or in connection with:
      i. the use of any Firearm by any person other than the Insured.
      ii. the use of any Firearm by any person for which a licence has not been approved or where the licence has expired.
      iii. a. bodily injury to the Insured.
         b. damage to Your Buildings, Your Contents, or any Domestic Employee’s Contents.
      iv. the use of any Firearm in the commission of a crime or with malicious intent.
   d. compensation or damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within the Geographical Area.
   e. aggravated, exemplary or punitive damages.
   f. costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in the Geographical Area.

Condition relating to Firearm Liability
It is a condition precedent to our liability that should the Firearm be lost, stolen or destroyed, You will report such loss, theft or destruction to the Police immediately or when You become aware thereof and in no instance later than 24 hours.

3.8 Frozen Foods
The costs of replacing food spoilt in any freezer or fridge in Your home because of a rise or fall in temperature, or the refrigerant or refrigerant fumes escaping, but not:
   1. arising out of any deliberate act of the electricity provider or its employees;
   2. any claim where the refrigeration unit of the appliance is over 10 years old, unless it is regularly serviced under a maintenance contract; or
   3. when Your Buildings are Unoccupied or Unfurnished.

3.9 Glass and Sanitary Ware
Accidental Damage to fixed glass in windows, doors or roofs, and fixed sanitary ware within the Buildings, but not including any loss or damage occurring when the Buildings are Unoccupied or Unfurnished.

3.10 Landscaping Costs
Landscaping costs incurred for replacing the lawn, hedges, flowers, trees and other plants, and any electrical wiring and outdoor lighting arising from Loss or Damage already covered under Section 2.1, but not including:
   1. loss or damage to any irrigation system; or
   2. any loss or damage arising out of any escape of water from any irrigation system.

3.11 Loss of Metered Water
It is hereby understood and agreed that we will pay for the reasonable cost incurred for loss of metered water following damage as insured hereunder to the Buildings for an amount not exceeding $5,000 any one loss, provided that such loss is determined from the Barbados Water Authority’s meter and that reasonable steps are taken to stop the escape of the water within 24 hours of discovery.

Notwithstanding the above, this insurance will not apply to:
   1. any loss or damage occasioned by any action of the Insured or anyone acting on the Insured’s behalf.
   2. any loss or damage occasioned by any action of a tenant.
   3. loss or damage caused by lack of maintenance.
   4. loss or damage arising when the Buildings are Unoccupied or Unfurnished.

3.12 Mirrors
Breakage of mirrors, other than hand mirrors, whilst contained in the Buildings.

3.13 Money and Credit Cards
1. For loss of Money occurring within the Geographical Area or while temporarily elsewhere in the world for a period of not more than 30 days in any Policy Period provided that such Money is in Your custody and control; but not including:
   a. shortage of funds due to error or omission.
   b. Money not held other than for private or domestic purposes.
   c. losses not reported to the police within 24 hours of discovery.
2. For financial loss due to the misuse by any unauthorized person following accidental loss or theft of any credit cards including cheque guarantee or cash cards, all held by You for private or domestic purposes; but not including:
   a. losses not reported to the police and the card issuing company within 24 hours of discovery.
   b. losses where detailed proof of the loss is not filed with Us within 14 days of its discovery.
   c. shortage of funds due to error or omission.

3.14 Other Internal Features
It is hereby understood and agreed that the definition of Buildings is extended to include central air-conditioning, fitted carpets, and retaining walls. However, notwithstanding anything to the contrary this extension shall not include:
   1. loss or damage caused by a lack of maintenance or repair.
   2. damage caused by wear and tear, corrosion or rust.

3.15 Personal Liability
All sums which You become legally liable to pay as damages in respect of:
   1. bodily injury (including death or disease) to any person,
   2. loss of or damage to property occurring in the Geographical Area, but not including:
      a. liability in respect of:
         i. bodily injury to the Insured or an employee in the domestic service of the Insured.
         ii. loss of or damage to property belonging to or in the custody or control of the Insured.
      b. liability arising from:
         i. any wilful or malicious act.
         ii. the pursuit of any trade business profession or employment of a person in the domestic service of the Insured.
         iii. the ownership or occupation of land or buildings, other than the Building or the occupation (but not ownership) of any temporary residence in the Geographical Area.
         iv. the ownership possession or use (other than use as a passenger having no right or control) of mechanically propelled vehicles, any aircraft or any watercraft.
         v. any lift owned by the Insured or for the maintenance of which the Insured is responsible.
      c. any damages costs or expenses awarded by the Courts of any country outside the Geographical Area specified in the Schedule.

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses incurred with Our prior written consent.

In the event of death of the Insured, We will treat the Insured’s legal representatives as the Insured in respect of liability incurred by the Insured.

3.16 Professional Fees
Professional Fees for architects, surveyors, consulting engineers and others required to reinstate Your Buildings following loss or damage that is insured hereunder; but not including fees in relation to preparing Your claim.

3.17 Radio / Television Aerials
Loss of or damage to external television and radio antennae, aerials, aerial fittings, mast and towers or satellite dishes caused by Named Windstorm,
3.18 Removal of Debris
Removal of debris and other costs related to clearing the site and making the Buildings safe following loss or damage that is insured hereunder; but not including:
1. any debris not on or immediately adjacent to the Risk Location.
2. arising from pollution or contamination of property not insured by this Policy.

3.19 Sea Defences
It is hereby understood and agreed that the definition of Buildings is extended to include sea walls, docks, piers or jetties. However, not withstanding anything to the contrary this extension shall not include:
1. loss or damage caused by a lack of maintenance or repair.
2. damage caused by wear and tear, corrosion or rust.

3.20 Subsidence
Damage to Your Building arising from subsidence, ground heave or landslip but not including:
1. damage arising from construction, structural alteration, repair or demolition.
2. settlement of the buildings or subsidence of made-up ground.
3. damage caused by coastal or river-bank erosion.
4. damage to walls, gates, fences, hedges, terraces, patios, drives, paths, septic tanks, sewage systems, drains, awnings, sea walls, socks, piers or jetties and any other outdoor fixtures and fittings unless the main Building is damaged at the same time.
5. damage arising from movement of floor slabs unless walls are damaged at the same time.

3.21 Swimming Pools and Sport Facilities
Loss or damage to swimming pools, hard courts or other fixed outdoor sporting activity, but not including:
1. damage occurring from subsidence, landslip or ground heave unless:
   a. the subsidence extension has been agreed by Us and is listed on Your Schedule or any Endorsement; and
   b. the main Building is damaged at the same time.

3.22 Tenants
The accommodation of paying guests, independent tenants, boarders or lodgers not exceeding three in number is permitted without prejudice to the cover granted herein. It is further agreed that for the purposes of section 2.6 and/or section 3.15 as applicable such paying guests, independent tenants, boarders or lodgers shall be deemed part of the Insured.

3.23 Theft and Larceny Extension
Theft or any attempt thereat, whether accompanied by forcible entry or not, but not including loss or damage:
1. whilst the Buildings or any part thereof are lent, or sublet.
2. from any outbuilding not directly communicating with the private dwelling house or private flat.
3. any items left outside the Buildings.
4. of Domestic Employee’s Contents other than from the Buildings.
5. whilst the Buildings are Unfurnished or Unoccupied.

Provided that in respect of Contents temporarily removed from the Building and remaining in the Geographical Area the contents are:
6. at any bank, safe-deposit or occupied private dwelling
7. in any building where the Insured or any member of his family is residing.
8. in course of removal between the buildings and a bank or safe-deposit whilst in charge of the Insured, a member of his family or authorised servant.

3.24 Trace and Access
Damage to Your Buildings as a result of Our, or Our authorised repairer’s, attempts to trace or access the source of any leak within Your Buildings as per either:
1. Section 2.1.5 of this Policy; or
2. Section 3.5 of this Policy if applicable.

3.25 Underground Pipes and Cables
Accidental Damage to cables, underground pipes and underground tanks servicing the home; but not including:
1. damage for which You are not legally responsible.
2. damage occurring when the Buildings are Unfurnished or Unoccupied.
3. loss or damage arising out of tracing or accessing the source of the leak unless the Trace and Access extension applies to this Policy.

SECTION 4. EXCLUSIONS (WHAT IS NOT COVERED)
It is hereby agreed and understood that the following exclusions apply to all sections of this Policy:

4.1 Acquired Immune Deficiency Syndrome
This Policy does not cover injury or sickness of the Insured arising wholly or in part directly or indirectly from Human Immunodeficiency Virus (HIV) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and from mutant derivative or variations thereof however caused.

4.2 Agreement or Contract Liability
This Policy does not cover any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

4.3 Asbestos
This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses, damage, cost or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

4.4 Data
This Policy does not cover any liability, loss, damage cost or expense caused by, arising out of or related in any way, directly or indirectly to:
1. a. erasure, destruction, corruption, misappropriation of Data; or
   b. erroneously creating, amending, entering, deleting or using Data, including any loss of use arising therefrom.
2. the distribution or display of Data by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of Data.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

4.5 Electromagnetic Fields
This Policy does not cover any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

4.6 Electronic Date Recognition
This insurance does not cover any loss, damage, cost, claim, legal liability or expense of whatever nature whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
1. the calculation comparison, differentiation, sequencing or processing of Data involving date changes to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware,
programme or software and or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.

2. any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.

The indemnity provided shall also not apply under any circumstances whatsoever to any legal liability of whatever nature arising out of the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not to:

3. correctly recognize any date as its true calendar date.
4. capture, save or retain, and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
5. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

This clause applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, injury, cost, claim, liability or expense.

4.7 Genetically Modified Organisms

This Policy does not cover any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by Genetically Modified Organisms.

For the purposes of this exclusion the term Genetically Modified Organisms (GMO) shall mean and include:

1. organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change.
2. every biological or molecular unit with self-replication potential, or biological or molecular unit with self-replication potential from which they have been derived, which has been subject to a genetic engineering process, which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any province, State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated in this definition in addition to the foregoing.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

4.8 Infectious Disease

That notwithstanding anything contained to the contrary in the Policy the cover hereunder does not extend to include injury, sickness or death of an insured person or any liability attaching to the Insured for loss of or damage to third party property, injury, sickness or death of a third party as a result of claims arising directly or indirectly from, caused by, happening through, in consequence of or in any way attributable to Infectious Disease, Avian Flu or from any disease that has been declared as an epidemic by the World Health Organization.

If We allege that by virtue of this exclusion any claim is not covered by this Policy then the burden of proving otherwise shall rest with You or the claimant.

4.9 Information Technology Hazards

This Policy does not cover losses arising, directly or indirectly, out of:

1. loss of, alteration of, or damage to; or
2. a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:
   fire, lightning, explosion, aircraft or vehicle impact, falling objects, Named Windstorm, tropical wave, tropical depression, tornado, cyclone, earthquake, seakeague, volcano, tsunami, flood.

4.10 Pollution and Contamination

This Policy does not cover cost, expenses, fines or penalties arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

4.11 Radioactive Contamination

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused * Nevertheless if fire is an insured peril and a fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that fire shall (subject to the provisions of this Policy) be covered excluding however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that fire.

* Note. - if fire is not an insured peril under this Policy the words "Nevertheless" to the end of the clause do not apply and should be disregarded.

4.12 Terrorism

Notwithstanding any provision to the contrary within this insurance Policy or any Endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4.13 Toxic Mould Exclusion

This Policy does not cover:

1. liability caused by or arising from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any Fungi or bacteria on or within a Building or structure, including its Contents:
2. any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposing of, or in any way responding to or assessing the effects of Fungi or bacteria by any Insured or by any other person or entity.

4.14 Transmissible Spongiform Encephalopathies

This Policy does not cover:

1. any liability, loss, cost or expense arising out of, resulting from, caused or
contrubuted to by:
  a. Transmissible Spongiform Encephalopathies (hereafter referred to as TSE)
  b. exposure to TSE; or
  c. exposure to any item that is known or suspected to cause, contribute to or enable TSE;

2. the cost of abatement, mitigation, removal or disposal of feed, feed additives or animals, or of any premises or equipment handling such items, as a result of any known or suspected connection between such items and TSE; or

3. any costs related to a person’s abatement, mitigation or removal of, or testing, medical monitoring, medical costs or cure for TSE.

This exclusion also includes:
4. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

5. any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

4.15 War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

SECTION 5. CONDITIONS

5.1 Arbitration

Any dispute arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party (within one month after being required in writing to do so by either party). The two arbitrators shall then mutually appoint an umpire who shall have been appointed in writing by the arbitrators. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award by the arbitrator, arbitrators or umpire shall be a condition precedent to any right of action against Us.

5.2 Cancellation by You

You have the right to cancel this Policy by giving seven (7) days notice in writing by registered letter to any of Our offices within the Geographical Area. If no claim has been made, or no incident that may give rise to a claim has been reported, We will calculate the number of days Your Policy has been in force and provide You with a refund, if applicable, as per the cancellation table below:

<table>
<thead>
<tr>
<th>Time Policy in Force</th>
<th>Amount of Premium refunded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 30 days</td>
<td>80% of Premium</td>
</tr>
<tr>
<td>31 – 60 days</td>
<td>70% of Premium</td>
</tr>
<tr>
<td>61 – 90 days</td>
<td>60% of Premium</td>
</tr>
<tr>
<td>91 – 120 days</td>
<td>50% of Premium</td>
</tr>
<tr>
<td>121 – 150 days</td>
<td>40% of Premium</td>
</tr>
<tr>
<td>151 – 180 days</td>
<td>30% of Premium</td>
</tr>
<tr>
<td>181 – 240 days</td>
<td>20% of Premium</td>
</tr>
<tr>
<td>241 days or more</td>
<td>No refund given</td>
</tr>
</tbody>
</table>

If a claim has been made, or an incident that may give rise to a claim has been reported, then no refund of premium will be due.

Before or on the effective date of cancellation, Your Policy, Schedule and any applicable Endorsements must be returned to Our offices within the Geographical Area.

5.3 Cancellation by Us

We have the right to cancel this Policy by giving You seven (7) days by registered mail notice in writing to Your last known address.

If a claim has been made, or an incident that may give rise to a claim has been reported, then no refund of premium will be due.

If no claim has been made then we will refund you a pro rata premium in proportion to the amount of time that Your Policy has been in force.

Before or on the effective date of cancellation, Your Policy, Schedule and any applicable Endorsements must be returned to Our offices within the Geographical Area.

5.4 Care of Buildings

You shall:

1. use all reasonable diligence and care to keep the Buildings in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and We shall not be liable for any injury, loss or damage caused by a defect which You have failed to remedy after having received notice of such defect either from Us, any person or any public body.

2. exercise all reasonable precautions for the maintenance and safety of the property insured under Section 2.1 and Section 2.2.

5.5 Construction

Warranted that unless otherwise stated on Your Schedule the construction of the Buildings insured by this Policy or containing the Contents insured by this Policy are built of brick, stone or concrete and roofed with slates, tiles, concrete, asphalt or metal.

5.6 Co-operation of Insured

You shall, at Our expense, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by Us.

5.7 Electronic Equipment Limited Cover

Electronic Equipment not listed on an Electronic Equipment List will have an individual Limit of Liability of $1,000 subject to a maximum Limit of Liability of $3,000 for all Electronic Equipment in any one Policy Period.

5.8 Fraudulent Misrepresentation

If there be any material misdescription of any of the Buildings or Contents hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to material fact to be known for estimating the risk, or any omission to state such fact, We shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

5.9 Insured’s Rights and Interests

Unless otherwise expressly stated nothing contained herein shall give any rights against Us to any person other than You. Further, We shall not be bound by any passing of Your interest otherwise than by death or operation of law unless and until We declare by Endorsement the insurance to be continued. The extension of Our liability in respect of the property of any person other than You shall give no right of claim hereunder to such person, the intention being that You shall in all case claim for and on behalf of such person and Your receipt shall in any case absolutely discharge Our liability hereunder.

5.10 Insurers Rights

1. We are entitled to take over and conduct the defence or settlement of any claim at Our discretion.

2. We may at any time pay the Limit of Liability after deduction of the
applicable Excess and any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control thereof and be under no further liability in any respect for the payment of costs and expenses incurred prior to the date of such payment.

5.11 Interpretation
This Policy, the Schedule and any Endorsements 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 the Schedule shall bear such specific meaning wherever it may appear.

5.12 Jurisdiction
The indemnity under this Policy shall not apply to:
1. compensation or damages in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Geographical Area defined in the Schedule.
2. costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable within the Geographical Area shown in the Schedule.

5.13 Mortgage
It is hereby agreed that in the event of any loss or damage that is insured hereunder, We will pay the Mortgagees or said Assignees as stated on the Schedule to the extent of their interest and that this insurance insofar as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Buildings, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify Us of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any such change, alteration or increase of hazard shall come to their knowledge, and on demand shall pay to Us the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever We shall pay the Mortgagees or said Assignees any sum for loss or damage under this Policy and shall claim that as to the Mortgagor or Owner no liability therefore existed We shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment, and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by Us for the purpose of better effecting but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.

Provided that as between Us and the Mortgagor or Owner of the Buildings nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which We may have against the Mortgagor or Owner of the property insured, lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this Policy by law, and such rights and obligations shall as between Us and the Mortgagor or Owner of the Buildings remain in full force and effect.

We reserve the right to cancel this Policy at any time as provided by the terms thereof, but in such case this Policy shall continue in force for the benefit only of the Mortgagees or said Assignees for ten (10) days after notice to the Mortgagees or said Assignees of such cancellation, and shall then cease, and We shall have the right on like notice to cancel this agreement.

5.14 New For Old-Contents
It is hereby declared and agreed that claims settlements in respect of loss or damage to Contents (other than clothing or household linen) will be made without deduction for wear and tear and depreciation.

5.15 Notice of Alteration of Risk
You shall give Us immediate notice of any alteration which materially affects the risks covered by this Policy.

5.16 Notice To Policyholder
No alterations in the terms and conditions of this Policy or any Endorsement hereon will be valid unless they are on Our printed form and under signature of a duly authorized employee of the Insurer.

5.17 Other Insurance
You shall give Us notice of any other insurance or insurances already effected, or which may subsequently be effected, covering any of the Buildings or Contents hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy or on Our behalf before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

5.18 Pair And Set Clause
In the event of loss or damage by a peril insured against to any article or articles which are part of a pair or set, the measure of loss or damage to such article or articles shall be, at Your option:
1. the reasonable and fair proportion of the pair or set’s total value, giving consideration to the importance of said article or articles, but in no event shall the loss or damage be construed to mean total loss of the pair or set;
2. the full value of the pair or set provided that the You surrender the remaining article or articles of the pair or set to Us.

5.19 Policyholders Duty
The due observance or fulfilment of the terms of this Policy in so far as they relate to anything to be done and not to be done by You or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to Our liability to make any payment under this Policy.

5.20 Reinstatement Value (Buildings) – 85%
It is hereby agreed that as regards Section 2.1 of this Policy no deduction will be made in claims settlements in respect of wear, tear and depreciation provided that the Buildings are maintained in good repair and the Sun Insured thereon at the time of the insured loss or damage represents not less than 85% of the cost of rebuilding as new when all the reinstatement is effected.

5.21 Right of Access
We shall be entitled:
1. on the happening of any loss or damage for which indemnity is provided under Section 2.1 or 2.2, to enter any building where the loss or damage has happened and to take and keep possession of the Buildings or Contents and to deal with the salvage in a reasonable manner; and this Policy, or any copy thereof certified by Us, shall be proof of the existence and for such purpose. However, notwithstanding the above, no Buildings or Contents may be abandoned to Us.
2. to undertake in Your name and on Your behalf the absolute conduct, control and settlement of any proceedings and to take proceedings as Our own expense and for Our own benefit to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
3. to pay at any time to You the Limit of Liability under Section 2.6 and/or 3.15 as applicable or any lesser amount for which any claim or claims can be settled; and upon such payment We shall relinquish conduct and control of and be under no further liability under these sections as applicable in connection with such claim or claims except for costs and expenses recoverable from You with Our written consent in respect of the conduct of such claim before the date of such payment.

5.22 Right of Recovery
We may at any time at Our own expense use all legal means in Your name for recovery of any amount which forms the subject of a claim under this Policy and You shall give all reasonable assistance for that purpose. We shall be entitled to recover any amount for the loss of which a claim is paid hereunder and You shall execute all such assignments and assurances in respect of such claim as may be reasonably required.
5.23 Time Limitation
In no case whatever shall We be liable for any loss or damage after the expiration of twelve (12) months from the happening of loss or damage, unless the claim is subject of pending action or arbitration.

5.24 Under Insurance
If either the Buildings or Contents shall at the time of any loss or damage for which indemnity is provided under Sections 2.1 or 2.2 be of greater value than the Sum Insured, then You shall be considered as being Your own Insurer for the difference and shall bear a rateable proportion of the amount of such loss or damage accordingly and every item of the Buildings and of the Contents shall be separately subject to this condition.

5.25 Written Notice
Any communications about this Policy regarding alteration to terms and conditions or any Endorsements must be printed and signed by one of Our officers.

SECTION 6: WHAT TO DO IN THE EVENT OF A CLAIM

6.1 Notification of Accident or Event
In the event of any happening which may give rise to a claim under this Policy, You (or in the case of a claim under section 2.6 and/or section 3.15 as applicable Your personal representative):
1. shall give immediate notice to Us.
2. if there has been theft or any attempt thereat, shall give immediate notice to the police.
3. shall, for any claim arising under Section 2.6 and/or 3.15 as applicable, send to Us any writ, summons or other legal process issued or commenced against You and shall give all necessary information and assistance to enable Us to settle or resist any claim or to institute proceedings.
4. shall not incur any expense in making good any loss or damage without Our written consent and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.
5. shall give Us all such information as We may reasonably require.

6.2 Reporting a claim
On the happening of any loss or damage You shall give notice to Us as per section 6.1, and shall within 30 days after the loss or damage, or such further time as We may in writing allow in that behalf, deliver to Us:
1. a claim in writing for the loss and damage which contains an account, as reasonably practicable as possible, of all the several articles or items of property lost, damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of loss or damage, not including profit of any kind.
2. particulars of all other insurances, if any.
You shall also at all times at Your own expense produce, procure and give to Us all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of Our liability as may be reasonably required by or on behalf of Us together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

6.3 Fraudulent Claim Condition
If the claim:
1. be in any respect fraudulent; or
2. if any false declaration be made or used in support thereof; or
3. if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy; or
4. if the loss or damage be occasioned by the wilful act or with Your connivance; or,
5. if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or in case of an arbitration taking place in pursuance of the section 5.1 of this Policy within three (3) months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.