

## **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.

# Your home insurance policy



## 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.

A handwritten signature in black ink that reads "Davis - N. Browne".

**Davis Browne**  
President

## Your Policy

**Your Policy, Schedule** and any Endorsements, are proof of a contract between **You** and **Us**. This contract is based on the information given by or for **You** when **You** applied for this insurance by a proposal and declaration which forms part of this contract. **You** promise that the information **You** have given us is true as far as **You** know.

In return for **You** paying and **Our** accepting **Your** premium, We will provide insurance cover under the terms of this policy during the **Policy Period** shown on the **Schedule**. Please read **Your Schedule** and any **Endorsements** to check which sections of this **Policy** apply.

**On behalf of Sun General Insurance Inc.**

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### Authorized Representative



## Questions?

**Please call: 434-8480**

**Sun General Insurance**  
Bernmar Corporation, Sunset Crest,  
St. James, Barbados

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

**Policy Version: 1.0**  
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**Head Office: Sun General Insurance**  
CWTS Complex, Lower Estate  
St. George, 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

**Buildings** 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:

Insured Rebuild Value	x	Claim
Actual Rebuild Value		

Which is:

\$300,000	x	\$50,000	=	\$30,000
\$500,000				

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, Curaçao, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Honduras, Jamaica, Martinique, St. Barthélemy, St. Kitts & St. 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 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 **You** 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 fittings 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.
  - c. loss or damage arising out of tracing or accessing the source of the leak unless the Trace and Access extension applies to this **Policy**.
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, tropical cyclone, tornado, tsunami, tidal wave, earthquake, seaquake 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, seaquake 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, seaquake 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 wave, tropical depression, cyclone, tornado, earthquake, seaquake 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.
9. damage by Fire only to **Contents** whilst temporarily removed for a period of up to 60 days from the **Buildings** for cleaning, valuation, repair, maintenance or to another home within the **Geographical Area** up to the **Limits of Liability** as stated in the **Schedule**; but not including:
  - a. **Contents** otherwise insured.
  - b. **Contents** removed for sale or exhibition or to a furniture depository.

### 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.

- b. is not entitled to indemnity under any other **Policy**.
2. no indemnity shall be provided under this section for loss or damage which would not have given rise to a valid claim under Section 2.2 had the property lost or damaged formed part of the **Contents**.

### 2.4 Alternative Accommodation or Loss of Rent

In the event of the **Buildings** being rendered uninhabitable by any damage covered hereunder **We** will pay up to a maximum **Limit of Liability** equal to 10% of the combined **Sum Insured** for **Buildings** and **Contents** for either:

1. reasonable additional expense for alternative accommodation of up to the same standard within the **Geographical Area**. If no alternative accommodation can be found, **We** will pay the cash equivalent of the accommodation at the price it would have been prior to any damage; or
2. loss of rent payable to **You**, actually incurred by **You**, during the period necessary for the reinstatement of the **Buildings**.

### 2.5 Compensation for Death of the Insured

If the **Insured** whilst at the **Buildings** suffers bodily injury caused by violent external and visible means and sustained as a result of fire or caused by thieves and if such bodily injury shall within three calendar months result in the death of the **Insured**, **We** will pay compensation as per **Your Schedule** to the **Insured's** personal representatives.

### 2.6 Public Liability

**Your** legal liability as owner or occupier of the **Buildings** for damages occurring during the **Policy Period** for:

1. accidental bodily injury (whether fatal or not) to any person in the **Buildings** or on the land within the boundaries of the **Buildings**, but not including:
  - a. any person defined as the **Insured**, or
  - b. any **Domestic Employee**, or
  - c. arising out of the use of any lifts, elevators or vehicles.
2. **Accidental Damage** to any property occurring in the **Buildings** or on the land within the boundaries of the **Buildings** during the **Policy Period**; but not including:
  - a. **Your Contents**.
  - b. any **Domestic Employee's Property**.

Furthermore, this section shall not provide indemnity for liability arising directly or indirectly by, through or in connection with the ownership, possession or use of:

3. motorized vehicles, other than domestic gardening equipment used within the boundaries of the land upon which the **Buildings** stand.
4. aircraft or watercraft.
5. livestock and domestic animals, including but not limited to horses, dogs and cats.
6. firearms or ammunition.
7. fireworks or pyrotechnics.

Nor shall **We** provide indemnity for any wilful or malicious act.

In addition, in respect of a claim to which this indemnity applies, **We** will pay:

8. all costs and expenses recoverable by any claimant from the **Insured**; and
9. all costs and expenses incurred with **Our** written consent.

Furthermore, in the event of the death of the **Insured**, **We** will, in respect of any liability incurred by the **Insured**, indemnify the **Insured's** personal representatives in the terms of and subject to the limitations of this section provided that such personal representatives shall as though they were the **Insured** observe, fulfil and be subject to the terms of this **Policy** so far as they can apply.

## SECTION 3. EXTENSIONS OF COVER

The following extensions of cover are in operation if they are itemised on **Your Schedule** or any applicable **Endorsements**.

**We** will indemnify **You**, or at **Our** option repair, reinstate, replace or pay cash, for loss or damage up to the **Limits of Liability** and subject to any applicable **Excess** both as stated on the **Schedule** for the following:

### 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 **Unfurnished** or **Unoccupied**.
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 felling 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** and 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:
  - 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**.

5. loss or damage for which workmen or contractors are responsible.

### 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,



tropical wave, tropical depression, cyclone or tornado; but not including:

1. loss or damage arising from the erection, dismantling, repair or maintenance of such apparatus.
2. loss or damage arising out of **Your** failure to adequately maintain or repair such apparatus.
3. loss or damage caused by rust or wear and tear.

### 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 thereof, 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.
- 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:

- correctly recognize any date as its true calendar date.
- 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.
- 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:

- 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.
- 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:

- loss of, alteration of, or damage to; or
- 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, seaquake, 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 action taken in controlling, preventing, suppressing or in any way relating to 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:

- 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**;
- 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:

- any liability, loss, cost or expense arising out of, resulting from, caused or

contributed 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:

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

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 any 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





## your home insurance policy

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 judgements 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** by 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; or
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 **Sum 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 leave and license 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.

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

## 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.