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.

---

**Questions?**

Please call: 434-8480

*Sun General Insurance*

Bertram Corporation, Sunset Crest, St. James, Barbados

*Head Office: Sun General Insurance*

CWTS Complex, Lower Estate St. George, Barbados

**Policy Version: 1.0**

Last revised March 2014
your residential fire & perils policy

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SECTION 1 - DEFINITIONS

Data
Representation of information or concepts, in any form.

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

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

Risk Address
The address on the Schedule where Your insured risk is located.
Geographical Area
The country as listed on Your Schedule.

Policy
This policy booklet, Your Schedule, the proposal and declaration and any applicable Endorsements.

Period of Insurance
The period which You are covered under this Policy as stated under Period of Insurance on Your Schedule.

Schedule
The document attached to this policy booklet which gives details of the Limits of Liability, the Excesses and which sections of the Policy apply.

Sum(s) Insured / Limit(s) 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.

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

You / Your / Insured / Policyholder
The person(s) named as Insured on the Schedule.

In consideration of the Insured named in the Schedule attached hereto having applied to the Company for this insurance by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein and having paid or agreed to pay the premium.

The Company shall in the event of loss or damage arising during the Period of Insurance stated in the Schedule or any subsequent period in respect of which the Insured shall pay to the Company and it shall accept the premium required for the renewal of this insurance by payment or at its option by repair reinstatement or replacement provide indemnity or compensation as described in the following pages.

This Policy shall not be in force unless the Schedule has been countersigned by a person authorised by the Company.

SECTION 2 - INSURED PERILS

2.1 Perils
1. FIRE (whether resulting from explosion or otherwise) excluding:
   a. earthquake, volcanic eruption or other convulsion of nature
   b. DAMAGE occasioned by
      i. its own spontaneous fermentation or heating, or
      ii. its undergoing any process involving the application of heat;
   c. any DAMAGE occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forest, bush, prairie, pampas, or jungle, and the clearing of lands by fire.

2. LIGHTNING

3. EXPLOSION
   a. of boilers or
   b. of gas
      used for domestic purposes only but excluding damage caused by earthquake, volcanic eruption or other convulsion of nature.

SECTION 3 - SPECIAL PERILS EXTENSION

The insurance by this Policy shall, subject to the Special Conditions hereinafter contained, be extended to include destruction or damage caused by such of the additional perils, detailed below, as are specified on the Schedule.

3.1 Special Peril A - Earthquakes and Volcanic Eruption

Notwithstanding anything stated to the contrary in Section 4.7 of the Policy, this Insurance covers loss or damage by Fire or otherwise occasioned by or through or in consequence of:

1. earthquake and volcanic eruption and flood (including overflow of the sea) caused by these perils.

Subject to the undernoted Excess Clause and Special Conditions.

PROVIDED ALWAYS that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply to loss or damage directly caused by any peril which this insurance extends to include by virtue of this extension.

A. EXCESS CLAUSE

It is understood and agreed that as regards loss or damage to any property hereby insured directly caused by the above mentioned perils, the liability of the Company shall be limited to its rateable proportion of the amount by which such loss exceeds the Excess as stated on the Schedule.

It is further agreed that the words “loss occurrence” shall mean all individual losses arising out of and directly occasioned by one catastrophe. However, the duration and extent of any “loss occurrence” so defined shall be limited to:

72 consecutive hours as regards earthquake, seakeage, tidal wave and/or volcanic eruption and no individual loss from whatever insured peril, which occurs outside these periods or areas, shall be included in that “loss occurrence”.

B. SPECIAL CONDITIONS

1. The insurance provided by this extension excludes:
   a. Consequential Loss of any kind.
   b. Loss or damage caused by explosion except as provided in Section 4.8.8. of the Policy.
   c. Loss by reason of any ordinance or law regulating the construction or repair of buildings.

2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

3.2 Special Peril B - Hurricane

Notwithstanding anything stated to the contrary in Section 4.7 of the Policy, this Insurance covers loss or damage by Fire or otherwise occasioned by or through or in consequence of:

1. hurricane, cyclone, tornado, or windstorm including rain accompanying these perils and flood (including overflow of the sea) caused by these perils.

Subject to the undernoted Excess Clause and Special Conditions.

PROVIDED ALWAYS that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply to loss or damage directly caused by any peril which this insurance extends to include by virtue of this Extension.

A. EXCESS CLAUSE

It is understood and agreed that as regards loss or damage to any property hereby insured directly caused by the above mentioned perils, the liability of the Company shall be limited to its rateable proportion of the amount by which such loss exceeds the Excess as stated in the Schedule.

It is further agreed that the words “loss occurrence” shall mean all individual losses arising out of and directly occasioned by one catastrophe. However, the duration and extent of any “loss occurrence” so defined shall be limited to:

72 consecutive hours as regards hurricane, typhoon, windstorm, rainstorm, hailstorm and/or tornado and no individual loss from
whatever insured peril, which occurs outside these periods or areas, shall be included in that “loss occurrence”.

B. SPECIAL CONDITIONS

1. The insurance provided by this extension excludes:
   a. Loss or damage caused by explosion except as provided in Section 4.8.8 of the Policy
   b. Loss by reason of any ordinance or law regulating the construction or repair of buildings.

2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

3. Unless specifically and separately insured this extension does not cover (except as regards loss or damage by fire):
   a. Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.
   b. Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against hurricane, cyclone, tornado or windstorm.

4. The Insured shall use all reasonable diligence and care to keep the premises insured or containing the property insured 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 loss or damage as the circumstances may require.

3.3 Special Peril C - Flood

It is hereby agreed that this Insurance covers loss or damage directly caused by:

Flood which for the purposes of this extension shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured but excluding:

1. Loss or damage directly caused by subsidence or landslips.

2. The Excess as shown on the Schedule.

3. Loss or damage by flood caused by Earthquake, Volcanic Eruption, Hurricane, Cyclone, Tornado or Windstorm.

A. PROVIDED THAT

1. The Excess mentioned in 2. above shall apply to each item of the Policy individually.

2. All conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

3. The liability of the Company shall in no case under this extension and the Policy exceed the Sum Insured by each item of the Policy.

3.4 Special Peril D - Riot and Strike

It is hereby agreed that the insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this extension shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by:

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) not being an occurrence mentioned in sub-section A. 2. of the Special Conditions in this Section.

2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.

3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.

4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

A. SPECIAL CONDITIONS

For the purposes of this extension but not otherwise there shall be substituted for the respectively, named Conditions in Section 4 of the Policy the following:

1. 4.6 EXCLUDED LOSSES

a. This insurance does not cover:
   i. consequential or indirect loss or damage of any kind or description whatsoever.
   ii. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
   iii. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

Provided nevertheless that the Company is not relieved under (ii) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

b. This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this sub-section A.1.b of this section only combustion shall include any self-sustaining process of nuclear fission.

2. 4.7 EXCLUDED PERILS

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

i. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

ii. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

iii. Acts of terrorism committed by any person or persons acting on behalf of or in connection with any organisation. For the purpose of this Condition terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

3. 4.8 EXCLUDED PROPERTY

Unless otherwise expressly stated in the Policy this insurance does not cover:

i. Goods held in trust or on commission.

ii. Bullion or unset precious stones.

iii. Any curiosity or work of art for an amount exceeding $150.00.

iv. Manuscripts, plans, drawings or designs, patterns, models or moulds.

v. Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer systems records.

vi. Explosives.

3.5 Special Peril E - Malicious Damage

It is hereby agreed that the insurance under the Riot and Strike Extension, shall extend to include Malicious Damage which for the purpose of this extension shall mean:
Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) or not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition A. 2. of the said Riot and Strike Extension but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereto or caused by any person taking part therein.

Provided always that all the conditions and provisions of the said Riot and Strike Extension shall apply to this extension as if they had been incorporated herein.

3.6 Special Peril F - Explosion

It is hereby agreed that the insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include:

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss or damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

Provided always that all the Conditions of this Policy (except insofar as Section 4.8 B. is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

SPECIAL CONDITIONS

1. The Company shall not be liable, under the extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of acts of terrorism committed by any person acting on behalf of or in connection with any organisation.

For the purpose of this Condition "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

2. If there shall be any other fire insurance on the property insured under this Policy the Company shall be liable only pro rata with such other fire insurance for any loss or damage by explosion whether or not such fire insurance be extended to cover loss or damage by explosion.

3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any Excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

3.7 Special Peril G - Impact Damage

It is hereby agreed that this insurance covers loss or damage directly caused by impact by any road vehicles horses or cattle not belonging to and under the control of the Insured or any member of his family or any person in or upon the Insured’s service but excluding the Excess as shown on the Schedule.

For the purpose of this extension the property insured shall include walls, gates and fences around and pertaining thereto.

Provided that:

1. All the Conditions of this Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

2. The liability of the Company shall in no case under this extension and the Policy exceed the Sum Insured by each item of the Policy.

3.8 Special Peril H - Aircraft Damage

It is hereby agreed that the insurance under this Policy shall extend to include loss or damage directly caused by Aircraft and other aerial devices and/or articles dropped therefrom excluding:

1. loss or damage caused by an aircraft to which permission to land has been extended by the Insured and

2. destruction or damage occasioned by pressure waves caused by Aircraft and other aerial devices travelling at sonic or supersonic speeds.

Provided that:

a. all the Conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

b. the liability of the Company shall in no case under this extension and the Policy exceed the Sum Insured by each item of the Policy.

3.9 Special Peril I - Bursting or Overflowing of Water Tanks

It is hereby agreed that the insurance under this Policy shall extend to include loss or damage directly caused by:

Bursting or overflowing of water tanks, apparatus or pipes, but excluding damage thereto and the Excess as stated on the Schedule.

Provided that:

1. All the Conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

2. The liability of the Company shall in no case under this extension and the Policy exceed the Sum Insured by each item of the Policy.

3.10 Special Peril J - Bush Fire

It is hereby agreed that the insurance under this Policy shall extend to include loss or damage directly caused by Bush Fire which for the purpose of this Extension shall mean:

Loss or damage to the property insured occasioned by or through or in consequence of the burning of forests, bush, prairie, pampas or jungle and the clearing of lands by fire (except such clearing by or on behalf of the Insured), and Section 4.8 B. of this Policy shall to this extent be modified accordingly.

Provided that if there shall be any Fire Insurance on the property insured under this Policy the Company shall be liable only pro rata with such other Fire Insurance for any loss or damage as aforesaid whether or not such other Fire Insurance be so extended.

3.11 Special Peril K - Spontaneous Combustion

Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion.

3.12 Special Peril L - Smoke

Which for the purpose of this extension shall mean smoke due to a sudden burning of smoke due to a sudden unusual and faulty operation of any apparatus vented to a chimney of flue operation of the apparatus.

1. In respect of any cumulative damage or destruction resulting from operation of the apparatus.

2. In respect of smoke resulting from any open fires.

SECTION 4 - GENERAL CONDITIONS

4.1 Fraudulent Misrepresentation

If there be any material misdescription of any of the property 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, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

4.2 Official Receipt

No payment in respect of any premium shall be deemed to be payment to the
This insurance does not cover:

1. Loss or damage caused by fire, whether by direct or indirect means.
2. Loss or damage caused by explosion, whether by fire or any other means.
3. Loss or damage caused by striking into or out of or being carried by anything else.
4. Loss or damage caused by any accident, whether by accident or negligence of any kind.

This insurance does not cover any loss or damage occasioned by or through or in consequence of the following:

1. Earthquake, volcanic eruption, or other convulsion of nature.
2. Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
3. War, invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
4. Muntiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, military law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this Policy, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit, or other proceeding where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.

4.8 Excluded Property
Unless otherwise expressly stated in the Policy this insurance does not cover:

1. Goods held in trust or on commission.
2. Bullion or unset precious stones.
3. Any curiosity of work of art for an amount exceeding $150.00.
4. Manuscripts, plans, drawings or designs, patterns, models or moulds.
5. Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer system records.
6. Coal, against loss or damage occasioned by its own spontaneous combustion.
7. Explosives.
8. Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purpose in a building in which gas is not generated and which does not form part of any gas works.

4.9 Alterations of Risk
Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence any loss or damage, obtains the sanction of the Company by Endorsement upon the Policy, or on behalf of the Company.

1. if the nature of the occupation of any other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
2. if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than forty (40) days.
3. if the property, insured be removed to any building or place other than that in which it is herein stated to be insured.
4. if the interest in the property insured passes from the Insured otherwise
4.10 Cancellation

A. CANCELLATION BY YOU
You have the right to cancel this Policy by giving seven (7) days notice in writing 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 the Premium</td>
</tr>
<tr>
<td>31 - 60 days</td>
<td>70% of the Premium</td>
</tr>
<tr>
<td>61 - 90 days</td>
<td>60% of the Premium</td>
</tr>
<tr>
<td>91 - 120 days</td>
<td>50% of the Premium</td>
</tr>
<tr>
<td>121 - 150 days</td>
<td>40% of the Premium</td>
</tr>
<tr>
<td>151 - 180 days</td>
<td>30% of the Premium</td>
</tr>
<tr>
<td>181 - 240 days</td>
<td>20% of the Premium</td>
</tr>
<tr>
<td>241 days or more</td>
<td>No refund given</td>
</tr>
</tbody>
</table>

B. CANCELLATION BY US
We have the right to cancel this Policy by giving You seven (7) seven days notice by registered mail 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.

4.11 Claims Procedure and Requirements
On the happening of any loss or damage the Insured shall immediately give notice to the Company, and shall within fifteen (15) days after the loss or damage, or such further time as the Company may in writing allow, deliver to the Company:
1. a claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property 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 insurance, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proof and information with respect to the claim and origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matter connected therewith.

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

4.12 Insurers’ Rights
On the happening of any loss or damage to any of the property insured by this Policy, the Company may:
1. enter and take and keep possession of the building or premises where the loss or damage has happened.
2. take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
3. keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
4. sell any such property or dispose of the same for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

4.13 Fraud
If any claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, 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 Section 4.18 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.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

4.14 Options for Settlement
The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of loss or damage, or may join with any other Company or Insurers in so doing, but the Company shall not be bound to reinstate exactly, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the Sum Insured by the Company thereon.

If the Company elects to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and if any acts done, or caused to be done by the Company with a view of reinstatement or replacement shall be deemed election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of the buildings, or otherwise, the Company shall in every such case, only be liable to pay such sum as would requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

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

4.16 Non-contribution
If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property
this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

4.17 Average

If the property hereby insured shall, at the time of any loss or damage for which indemnity is provided, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item if more than one, of the Policy shall be separately subject to this Condition.

4.18 Arbitration

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party.

In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award of such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

4.19 Time Limitation

In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

4.20 Communication

Every notice and other communication to the Company required by these Conditions must be written or printed.

4.21 Excess Clause

It is hereby declared and agreed that whenever any of the following perils are insured under the Policy:

- Hurricane, Cyclone, Tornado, Windstorm, Rainstorm, Hailstorm, Earthquake, Seawave, Tidal Wave, Volcanic Eruption, Flood, Riot Strikes, Civil Commotion, Vandalism, or Malicious Damage, the below mentioned Excess Clause shall apply as follows:

It is hereby declared and understood that with regards to loss or damage to any property directly caused by the perils insured the liability of the Company shall be limited to its rateable proportion of the amount by which such loss exceeds the limits otherwise in this Policy.

It is further declared and understood that for each location all insured property at the same address will be considered as one location.

It is also declared and agreed that for the purpose hereof each incident hereunder insured giving rise to such loss or damage shall not be considered to have terminated until there have been seventy two (72) consecutive hours’ freedom from the peril concerned (as mentioned above) in the areas concerned (or one hundred and sixty eight (168) hours for any other disaster hereunder insured) and that only then after shall the clause apply aforesaid.

Subject otherwise to the terms, conditions and exclusions of the Policy.

SECTION 5 - GENERAL EXCLUSIONS

5.1 Acquired Immune Deficiency Syndrome

This Policy does not cover injury or sickness of an insured person 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.

5.2 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.

5.3 Data Exclusion

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,
   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.

5.4 Electronic Date Recognition

This Policy 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, and whether occurring before, during or after the year 2000.

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

5.5 Electromagnetic Fields

This Policy does not cover any liability, loss, damage, cost, claim, legal liability or expense of whatever nature for any claim or claims in respect of loss or losses, damage, cost or expense directly or indirectly caused by electromagnetic fields, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.

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

### 5.6 Consequential Loss

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this insurance shall not extend to include any consequential loss or damage however caused (except loss of rent when such loss is specifically included in the cover under this **Policy**).

### 5.7 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’s) 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.

### 5.8 Information Technology Hazards Clarification

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:
   a. fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

### 5.9 Infectious Disease

Notwithstanding anything contained to the contrary in or on the within **Policy** the cover hereunder does not extend to include injury, sickness or death of an insured person 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 the **Company** alleges that by virtue of this exclusion any claim is not covered by this **Policy** then the burden of proving otherwise shall rest with the **Insured**.

### 5.10 Terrorism

It is hereby declared and agreed that any acts of terrorism which means the use or threatened use of any violence or force (including acts of sabotage, or the manufacture or other creation, direct or indirect release, of germs, disease or other contagious or contaminants) by any person or persons for any reason whatsoever, whether or not such person or person are acting in concert with or on behalf of any organization or government are excluded under the within **Policy**.

Terrorism includes but is not limited to, any use or threatened use of violence, force or physical harm by any means that frightens, intimidates or instills fear in the public at large or any members of the public.

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.

### 5.11 Pollution and Contamination Clause

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.

### 5.12 Removal of Debris Clause

Where this insurance is extended to include the Removal of Debris Clause, the following shall apply:

The **Company** will not pay for any cost or expenses:

a. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to the site.

b. arising from pollution or contamination of property not insured by this **Policy**.

### 5.13 Transmissible Spongiform Encephalopathies

This **Policy** does not cover:

1. 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:
   a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
   b. 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.

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### SECTION 6 - CLAUSES

The insurance by this **Policy** is subject to the following Clauses as are specified on the **Schedule**.

#### 6.1 Clause 1 - Architects’, Surveyors’, Legal and Consulting Engineers’ Fees Clause

The **Sum Insured** on the building(s) described in this **Policy** is declared to include Architects’, Surveyors’, Legal and Consulting Engineers’ Fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of said building(s)
following destruction or damage by any peril hereby insured against excepting in so far as the Company elects to reinstate or replace wholly or in part any property so damaged or destroyed, but in no case exceeding 10% of the sum payable under any item of this Policy on such building(s). It is understood and agreed that the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured’s claim.

6.2 Clause 2 - Removal of Debris Clause

It is understood that the insurance by item hereunder specified in this Policy extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurers in:
1. removing debris,
2. dismantling and/or demolishing,
3. shoring up or propping

of the portion or portions of the property insured by the said items destroyed or damaged by fire or by any other peril hereby insured against.

The liability of the Insurers under this clause and the Policy in respect of any item shall in no case exceed the Sum Insured thereby.

6.3 Clause 3 - Public Authorities Clause

The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or to or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority provided that:

1. The amount recoverable under this extension shall not include:
   a. the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
      i. in respect of destruction or damage occurring prior to the granting of this extension,
      ii. in respect of destruction or damage not insured by the Policy,
      iii. under which notice has been served upon the Insured prior to the happening of the destruction or damage,
      iv. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the Insurance by this Policy) of that portion of the property destroyed or damaged,
   b. the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws.
2. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage or within such further time as the Insurers may (during the said twelve (12) months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurers under this extension not being thereby increased.
3. If the liability of the Company under the Policy apart from this Clause shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this Clause shall be reduced in like proportion.
4. The total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby.
5. All the conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

6.4 Clause 4 - Mortgage Clause

It is hereby agreed that in the event of the loss or damage, the Company will pay the Mortgagees or said Assignees as stated on the Policy Schedule to the extent of their interest and that this insurance in so far 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 property insured, 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 the Company 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 shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Company 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 the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the event 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 the Company for the purpose of better effecting such subrogation, 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 the Company and the Mortgagor or Owner of the property insured nothing contained in this Clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any right which the Company may have against the Mortgagor or Owner of the property insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this Policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the property insured remain in full force and effect.

The Company reserves 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, shall then cease, and the Company shall have the right on like notice to cancel this agreement.

6.5 Clause 5 - Loss Payable Clause

It is hereby agreed that loss if any is payable to the interest as stated on the Policy Schedule. Further concurrent insurance permitted without notice until required.

6.6 Clause 6 - Temporary Removal Clause

Subject to the following provisions, the property insured by this Policy is covered whilst temporarily removed for clearing, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway in the Geographical Area. The amount recoverable under this extension in respect of each Item of this Policy shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed nor, in respect of any loss occurring elsewhere than at said premises, 10% of the Sum Insured by each item after deducting therefrom the value of any building (exclusive of fixtures and fittings).

This extension does not apply to property if and so far as it is otherwise insured, nor as regard losses occurring elsewhere than of the premises from which the property is temporarily removed to:
1. Motor Vehicles and Motor Chassis.
2. Property held by the Insured in trust.

6.7 Clause 7 - Purchasers Interest Clause

It is hereby agreed that if at the time of destruction or damage to any building hereby insured the Insured shall have contracted to sell his interest in such building and the purchase shall not have been but shall be thereafter completed, the purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the Purchaser against such destruction or damage shall be entitled to the benefit of this Policy so far as it relates to such destruction or damage without prejudice to the rights and liabilities of the Insured or the Insurers under this Policy up to the date of completion.

6.8 Clause 8 - Landlords / Tenants Clause
It is hereby agreed that anything done by the Landlord and/or other occupier of any building hereby insured, whereby the danger of loss or damage is increased without the knowledge of the Insured, shall not prejudice the position of the Insured under this Policy if, immediately on becoming aware thereof, they, or their brokers, give notice in writing to the Company, and on demand pay such reasonable additional premium as the Insurers may require.

6.9 Clause 9 - Reinstatement Clause (Building)
1. In the event of the property insured under the undernoted items of the within Policy being destroyed or damaged the basis upon which the amount payable under each of the said items of the Policy is to be calculated shall be the reinstatement of the property destroyed or damaged subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purpose of the insurance under this memorandum “reinstatement” shall mean:
The carrying out of the after-mentioned work, namely:

a. Where property is destroyed, the rebuilding of the property, if a building, or in the case of other property its replacement by similar property in either case in a condition equal to but not better or more extensive than its condition when new.
b. Where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

ITEM NOS. REFERRED TO - Each item on Buildings but excluding motor vehicles and pedal cycles and other personal effects.

2. SPECIAL PROVISIONS
a. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insurers not being thereby increased must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage or within such further time as Insurers may (during the said twelve (12) months allow, otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
b. Where any property insured under this memorandum is damaged or destroyed in part only, the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed.
c. No payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
d. Each item insured under this memorandum is declared to be separately subject to the following Condition of Average, namely:
If at the time of reinstatement the sum representing eighty-five percent (85%) of the cost which has been incurred in reinstatement if the whole of the property covered by such item had been destroyed, exceeds the Sum Insured thereon at the breaking out of any fire or at the commencement of any destruction of any damage to such property by any other peril hereby insured against then the Insured shall be considered as being its own Insurer for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.
e. No payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated therein shall be made if at the time of destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
f. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein the rights and liabilities of the Insurers and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy, including any Condition of Average therein, as if this memorandum had not been incorporated therein.
g. This Memorandum shall be without force or effect if:
   i. The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
   ii. The Insured is unable or unwilling to replace or restate the property destroyed or damaged on the same or another site.

6.10 Clause 10 - Workmen’s Clause
It is hereby agreed that Workmen and/or Tradesmen are allowed in, on or about the premises insured hereby for maintenance purposes and/or for effecting repairs, alterations and/or extensions without prejudice to this insurance.

6.11 Clause 11 - Automatic Reinstatement of Sum Insured Clause
In consideration of the insurance by this Policy not being reduced by the amount of any loss, the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

6.12 Clause 12 - Rent Clause
The insurance on rent applies only if (any of) the said building(s) be destroyed by or so damaged by the perils insured against as to be rendered unfit for occupation, and then only for such a proportion of the Sum Insured on rent as the necessary period of unoccupancy bears to the term of rent insured.

6.13 Clause 13 - Jurisdiction Clause
The indemnity under this Policy shall not apply 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 attached to this Policy.

6.14 Clause 14 - Stamp Duty Clause
It is hereby declared and agreed that subject to the terms and conditions of the Policy, the Insurer will pay the relevant stamp duty on claims in respect of any settlements made here under.

6.15 Clause 15 - Building Under Construction
Notwithstanding anything herein to the contrary it is hereby declared and agreed that the above Policy is hereby subject to the following:
1. “The liability of the Company under this Policy shall in no case exceed the value, at the same time of the occurrence of any loss or damage, of that part of the building already erected and materials on the site.”
2. “Warranted that notice shall be given to the Company when the building under construction is occupied and that the Insured shall pay a suitable additional premium, if required.”
3. “In consideration of the premium under Item 1 of this Policy, the Insured hereby agrees to insure hereunder, throughout the period of operations on the site, on the basis of the total estimated completed value of the premises. If it should become apparent that the Sum Insured under Item 1 or the period of cover is either insufficient or excessive; the Insured shall immediately request the Company to adjust such Sum Insured or period. In the event of the Company agreeing to such an adjustment, the premium under Item 1 shall then be recalculated as from the commencement date of the Policy and an appropriate adjustment of the premium shall be made.
Provided that if, at the time of the occurrence of any loss or damage, the total estimated completed value of the property is greater than the Sum Insured thereon, then the Insured shall, notwithstanding any subsequent increase in the Sum Insured, be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.
Every item, if more than one, of the Policy shall be separately subject to