



## *CONDOMINIUM INSURANCE*



## INDEX AND POLICY GUIDE

The Schedule shows the Sections which are included in your Policy and the particulars of your insurance.

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## KEEPING US INFORMED

We have issued this Policy to you on the basis of what you have told us about yourself, your directors and your property. That is why the information given to us in your Proposal is so important and why it has been made the basis of the contract between you and the Company. Please, therefore, let us know immediately of changes that affect what you have told us; for example, if anything happens to change the use, the nature, or the amount of the property insured or to change the risk of liabilities insured

## CONDOMINIUM INSURANCE

The Proposal is the basis of and forms part of the contract between the Company and the Insured.

The Policy is evidence of the contract.

The Policy, the Schedule and any Endorsement are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.

The Insured will pay the Premium.

We will provide under those Sections which are shown in the Schedule the insurance described in the Policy during any Period of Insurance.

The Conditions which appear in the Policy or in any Endorsement issued by the Company are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right to recover from the Company.

## DEFINITIONS

The words or expressions listed below have the following meaning wherever they appear in the Policy, the Schedule or any Endorsement.

<b>Insured/You</b>	The person(s), company or firm named in the Schedule.
<b>Company/We</b>	As specified in the Schedule.
<b>Proposal</b>	The Application Form and any other information provided by you or on your behalf.
<b>Endorsement</b>	Any alteration made to the Policy and issued by the Company.
<b>Period of Insurance</b>	The period shown in the Schedule and any further period for which we accept your premium.
<b>Excess</b>	The first part of any claim which you have to bear.
<b>Geographical Area</b>	As specified in the Schedule.
<b>Condominium</b>	The building comprising of multi-unit residential apartments including outbuildings as described in the Schedule.
<b>Unit</b>	A self-contained unit of residential accommodation forming part of the Condominium.
<b>Business</b>	The ownership (freehold or leasehold) or management of the Condominium and no other occupation, profession or business service for the purpose of this insurance.
<b>Resident</b>	The owner, lessee, tenant or occupier of any Unit.
<b>Family</b>	The spouse, children (including adopted and foster children), parents or other relatives of the Insured or Resident who normally reside in the same household as the Insured or Resident.
<b>Employee</b>	Any <ul style="list-style-type: none"><li>- person under a contract of service or apprenticeship with the Insured</li><li>- person hired to or borrowed by the Insured</li><li>- persons employed by labour only sub-contractors</li><li>- self-employed person</li></ul>
<b>Unfurnished</b>	Without sufficient furniture and furnishings for normal living purposes.
<b>Full Rebuilding Cost</b>	The full cost of rebuilding all the Buildings in the same form, size, style and condition as when new including the cost of complying with Local Authority and other statutory requirements, fees and associated costs.

<b>Fees</b>	Architects, Surveyors and Legal Fees necessarily incurred in repair or replacement but excluding fees: <ul style="list-style-type: none"> <li>(a) incurred in preparing or furthering any claim under this policy</li> <li>(b) in excess of the scale fees for the appropriate professional body</li> <li>(c) which, in total, exceed 12<sup>1</sup>/<sub>2</sub>% of the total sum insured on the Buildings.</li> </ul>
<b>Associated Costs</b>	The cost of removing debris, demolition, shoring-up or propping necessarily incurred in repair or replacement.
<b>Injury</b>	Any bodily injury, disease or illness including death resulting therefrom.
<b>Pollutants</b>	Any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, bacteria, chemicals, sewage and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
<b>Products</b>	All goods or products supplied (including those supplied as part of any services rendered or contract work executed) by the Insured together with containers, packaging and instructions supplied therewith.
<b>Windstorm</b>	A weather disturbance in which sustained winds exceed 39mph or 34 knots as verified by the Government Meteorological Department.
<b>Common Areas</b>	The area of the building to which occupants or their guests have free access.
<b>Electronic Equipment</b>	Any computer or other electronic equipment or system for processing storing or retrieving data and shall include but shall not be limited to any computer hardware, firmware or software, media, microchip, integrated circuit or similar device.

## SECTION I: INSURANCE OF THE BUILDINGS

### By Buildings we mean

- a) the Condominium and landlords' fixtures and fittings
- b) patios, terraces, footpaths, drives, walls, fences and gates
- c) swimming pools and tennis courts.

The Buildings are insured against loss or damage by the following causes including that due to a change of temperature arising from the following causes (Paragraphs 1-12 inclusive)

1. Fire, Lightning, Explosion.
2. Storm and Flood other than as defined in paragraph 3.
3. Hurricanes, Cyclone, Tornado, Windstorm, Earthquake, Volcanic Eruption and Tidal Wave including Flood following any of these causes.
4. Water escaping from or freezing of, water tanks apparatus or pipes or water or oil escaping from a fixed heating or cooling installation,
5. Riot, strikes or labour disturbances.
6. Malicious persons or vandals.
7. Theft or attempted theft.
8. Falling trees or branches.

### Exclusions:

Docks, jetties, piers, seawalls or similar waterside structures.  
Satellite television systems (including internal and external equipment), external television and radio antennae, antennae fittings, masts, towers and external panels and fittings forming part of a solar heating system.  
Landscaping, trees, shrubs, statuary and plants.  
Swimming pool covers.  
Excess "B" shown in the Schedule applies to all causes, other than paragraph 1, unless stated otherwise.

Damage by wet or dry rot.  
Damage by subsidence and/or heave of the site on which the Buildings stand or of land belonging to the Buildings, or landslip.

2. Loss or damage to fences or gates unless damage is caused to the Condominium or landlords' fixtures and fittings at the same time.
3. Excess "C" shown in the Schedule.  
Loss or damage to fences or gates unless damage is caused to the Condominium or landlords' fixtures and fittings at the same time.
4. Loss or damage occurring while the Condominium has been left unoccupied or unfurnished for more than 30 consecutive days.
5. Civil Commotion assuming the proportions of or amounting to a popular rising.
6. Loss or damage caused by the Insured, any member of the Insured's Family, any director of the Insured or any Employee.  
Loss or damage caused by the Resident or any of the Resident's Family.  
Loss or damage occurring while the Condominium has been left unoccupied or unfurnished for more than 30 consecutive days.
7. Loss or damage caused by the Insured, any member of the Insured's Family, any director of the Insured or any Employee.  
Loss or damage caused by the Resident or any of the Resident's Family.  
Loss or damage occurring while the Condominium has been left unoccupied or unfurnished for more than 30 consecutive days.

## SECTION I: INSURANCE OF THE BUILDINGS (continued)

9. Falling satellite television dishes, television or radio antennae, antennae fittings, masts, towers or solar heating panels.
10. Collision involving vehicles, animals, aircraft or aerial devices or anything dropped from them.

### This Section also provides Insurance against:

11. Accidental damage for which you are legally responsible to cables or underground services supplying the Condominium.
12. Accidental breakage of glass or sanitary ware fixed to and forming part of the Condominium.

### Optional Extensions to Section I: Insurance of the Buildings

When stated in the Schedule this Section also provides insurance against:

13. Loss or damage to docks, jetties, piers, seawalls or similar waterside structures by any cause insured in paragraphs 1-10.
14. Loss or damage to satellite television systems (including internal and external equipment) by any cause insured by paragraphs 1-10.

### Exclusions continued :

10. Loss or damage caused by domestic pets.
11. Excess "A" shown in the Schedule.
12. Excess "A" shown in the Schedule.  
Loss or Damage occurring while the Condominium has been left unoccupied or unfurnished for more than 30 consecutive days.
13. Excess - 2% of the Sum Insured subject to a minimum of \$1,000.00 with respect to paragraph 3.

### Maintenance

*Your Policy does not cover you for the cost of wear and tear. IT IS NOT A MAINTENANCE CONTRACT. It is a condition of the Policy that you keep your property in good order and take reasonable steps to avoid damage.*

### Claims Settlement

We will pay the cost of work carried out in repairing or replacing the damaged parts of the Buildings including fees and associated costs but not the cost of complying with building regulations, Local Authority or other statutory requirements if notice of the need to comply was served upon you before the damage occurred or these relate to undamaged parts of the Buildings.

If at the time of any loss or damage the Sum Insured on Buildings is less than 80% of the Full Rebuilding Cost then we shall be liable only for such portion of the loss or damage as the Sum Insured bears to the Full Rebuilding Cost.

If the Buildings have not been maintained in good repair we will pay the cost of repair or replacement less a deduction for wear and tear.

If repair or replacement is not carried out we will pay the reduction in market value resulting from the damage not exceeding what it would have cost to repair the damage to the Condominium if the repair work had been carried out without delay.

The maximum amount payable in aggregate under Paragraphs 1-13 is the Sum Insured shown in the Schedule less any Excess.

## Sale of the Condominium

If you enter into a contract to sell your interest in the Condominium insured by this Policy and, between exchanges of contracts and completion of the sale the Condominium is damaged by any cause insured in Paragraphs 1-13 the purchaser shall be entitled to the benefit from this insurance in respect of such loss or damage when the sale is completed provided the Condominium is not otherwise insured by or on his behalf.

## Automatic Reinstatement of the Sum Insured

The sum insured under Section 1 will not be reduced following any claim, provided you carry out any recommendations we make to prevent further damage and the damage is made good without delay.

## IMPORTANT NOTE

*You must ensure your Sum Insured is kept up to date. If you extend or make improvements to the Condominium you will increase its rebuilding cost. REMEMBER TO INCREASE YOUR SUM INSURED.*

## Section II: Loss of Rent

**If the Condominium or any Unit is made uninhabitable by**

any cause insured by paragraphs 1-10 of Section 1 or if any Resident of a Unit is denied access to it by such damage elsewhere within the Condominium we will pay the rent you would have received but have lost during the period necessary to restore the Condominium or Unit to a habitable condition.

## Section III: Insurance of the Contents

**By contents we mean** furniture, carpets, furnishings and all other property in the common areas, office contents or contents of the units which

- a) belong to the Insured, or
- b) are the legal responsibility of the Insured.

**Contents as described above are insured against** loss or damage by the following causes including those due to change of temperature arising from the following causes (paragraphs 1-11 inclusive):

### Exclusions:

Any amount exceeding 10% of the Sum Insured on Buildings.

Loss caused by Hurricane, Cyclone, Tornado, Windstorm, Earthquake, Volcanic Eruption and Tidal Wave including Flood following any of these causes.

Motor vehicles (other than gardening machines and pedestrian controlled vehicles), caravans, trailers, aircraft, hovercraft or boats or parts or accessories on or in any of them.

Property in the open.

Pets and livestock.

Clothing, personal effects, money, stamps, coins and other collections, certificates, cheques, credit cards, securities and documents of any kind.

Landlords' fixtures and fittings.

Satellite television systems (including internal and external equipment), external television and radio antennae, antennae fittings, masts, towers and external panels and fittings forming part of a solar heating system.

Landscaping, trees, shrubs, statuary and plants.

Property more specifically insured.

Excess "B" shown in the Schedule applies to all causes, other than paragraph 1, unless stated otherwise.

Damage by subsidence and/or heave of the site on which the Buildings stand or of land belonging to the Buildings, or landslip.



### Section III: Insurance of the Contents (continued)

1. Fire, Lightning, Explosion.
2. Storm and Flood other than as defined in Paragraph 3.
3. Hurricane, Cyclone, Tornado, Windstorm, Earthquake, Volcanic Eruption and Tidal Wave including Flood following any of these causes.
4. Water escaping from water tanks, apparatus or pipes or water or oil escaping from a fixed heating or cooling installation.
5. Riot, strikes or labour disturbances.
6. Malicious person or vandals.
7. Theft or attempted theft.
8. Falling trees or branches
9. Falling satellite television dishes, television or radio antennae, antennae fittings, masts, towers or solar heating panels.
10. Collision involving vehicles, animals, aircraft or aerial devices or anything dropping from them.

#### This Section also provides Insurance against:

11. Accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture.

### Exclusions continued:

3. Excess "C" shown in the Schedule.
5. Civil Commotion assuming the proportions of or amounting to a popular rising.
6. Loss or damage caused by the Insured, any member of the Insured's Family, any director of the Insured or any employee.  
Loss or damage caused by the Resident or any of the Resident's Family.  
Loss or damage occurring while the Condominium has been left unoccupied for more than 30 consecutive days.
7. Loss or damage caused by the Insured, any member of the Insured's Family, any director of the Insured or any Employee,  
Loss or damage caused by the Resident or any of the Resident's Family  
Loss or damage occurring while the Condominium has been left unoccupied for more than 30 consecutive days.  
Loss by deception unless only entry is gained by deception.  
Theft not resulting from forcible and violent entry into or exit from the Condominium.
10. Loss or damage caused by domestic pets.
11. Excess "A" shown in the Schedule.

## Claims Settlement

At our option we will repair, replace or pay the cost of replacement as new.

If at the time of any loss or damage the Sum Insured on Contents is less than the cost of replacing all the Contents as new then we shall be liable only for such portion of the loss or damage as the Sum Insured bears to the cost of replacing all the Contents as new.

The maximum amount payable in aggregate under paragraphs 1-11, is the Sum Insured less any excess (subject to any Limit) stated in the Schedule.

## Automatic Reinstatement of the Sum Insured

The Sum Insured under Section II will not be reduced following a claim provided you carry out any recommendations we make to prevent further loss or damage.

### IMPORTANT NOTE

*You must ensure that your Sum Insured is up to date when new articles are bought. Your cover is for replacement cost except for clothing and household linen. Remember to always maintain AN ADEQUATE SUM INSURED*

## Section IV: Liability to the Public

### The Insured will be indemnified against liability at law for damages and claimant's costs and expenses in respect of

- a) accidental injury to persons
- b) accidental physical loss of or damage to tangible property happening within the Geographical Area during any Period of Insurance in connection with the Business of the Insured.

### Who else can be included:

Subject to the Limit of Indemnity and provided they are not entitled to indemnity from any other source, the following shall be indemnified as though each had been entitled to insurance under Section IV:

- 1. the personal representatives of the Insured in respect of liability incurred by the Insured.
  - 2.
    - a) the owner or lessee of any Unit
    - b) if the Insured so request
      - i) the managing agents
      - ii) any director or Employee of the Insured
- in respect of liability for which the Insured would have been entitled to indemnity under Section IV of this Policy if the claim had been made against the Insured each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply.

### Exclusions:

We shall not provide insurance under this Section in respect of

- 1. Loss of or damage to
    - a) property owned leased rented or occupied by you
    - b) property belonging to members of your Family or any Resident or members of his Family
    - c) property which you hold in trust or have in your custody or control.
  - 2. Injury or loss or damage caused by or arising out of the ownership, possession or use by or on behalf of the Insured of mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles used in or about the Condominium) caravans, aircraft, aerial devices, hovercraft or waterborne craft.
  - 3. Injury to any Employee arising out of and in the course of employment by the Insured in the Business.
  - 4. Claims arising out of liability assumed by you under agreement unless such liability would have attached in the absence of such agreement.
  - 5. Injury or loss or damage directly or indirectly caused by or arising out of Pollutants unless caused by or arising out of an identifiable, unexpected and accidental release (including discharge, dispersal, seepage, migration and escape) of Pollutants which commences during any Period of Insurance and is
    - a) detected within 7 days of its commencement and
    - b) reported to us within 7 days of being detected.
- For the purposes of this Section the commencement of any intermittent release shall be deemed to be at the start of the first release of the series.

**Exclusions continued:**

6. Claims damages costs and expenses arising out of any obligation on the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way to respond to or assess the effects of Pollutants on structures premises sites or land currently or previously owned, occupied, used by or under the control of the Insured where the obligation arises out of such ownership, occupancy, use or control by the Insured.
7. Claims arising out of Products supplied;
8. The amount shown as Excess "B" in the Schedule in respect of loss of or damage to property for one claim or all claims of a series consequent on or attributable

**Jurisdiction Clause applying to Section IV a) and b)**

No compensation for damages will be payable unless judgements are delivered by or obtained from a court of competent jurisdiction within the Geographical Area, nor for judgements or orders obtained within the Geographical Area for the enforcement of a judgement obtained elsewhere.

No compensation for costs and expenses of litigation recovered by any claimant from the Insured shall be payable by the Company which are not incurred in and recoverable within the Geographical Area.

**Claims Settlement**

The maximum amount we will pay for damages and claimant's costs and expenses in respect of

- a) one claim or all claims or a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause
- b) any one Period of Insurance for all claims in respect of releases (including discharge, dispersal, seepage, migration and escape) of Pollutants which commenced during such Period of Insurance shall not exceed the Limit of Indemnity shown in the Schedule irrespective of the number of parties entitled to indemnity under this policy.

For the purposes of establishing the total amount payable by us in respect of one Period of Insurance it is understood that any release of Pollutants consequent on or attributable to one source or original cause (irrespective as to whether the release is continuous or intermittent) shall be considered as one release.

We will also pay all costs and expenses incurred with our written consent.

In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause we may at any time after the deduction of any Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages, claimant's costs and expenses) or any less amount for which such claims can be settled and thereupon we shall relinquish the control of such claims and be under no further liability in connection therewith except for additional costs and expenses for which we may be responsible under this Section in respect of matters prior to the date of such payment.

If we have not exercised our rights under the preceding paragraph our responsibility for paying all costs and expenses (other than claimant's costs and expenses) in circumstances where the amount or amounts of damages and claimant's costs and expenses exceed the Limit of Indemnity shall be limited to such proportion of the costs and expenses (other than claimant's costs and expenses) as such Limit of Indemnity bears to the total amount payable for damages and claimant's costs and expenses.

## Section V: Liability to Employees

### The Insured will be indemnified against

liability at law to -

pay damages and claimant's costs and expenses in respect of accidental injury to any Employee caused within the Geographical Area during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business.

### Who else can be included:

Subject to the Limit of Indemnity and provided they are not entitled to indemnity from any other source, the following shall be indemnified as though each had been entitled to insurance under Section V:

1. the personal representatives of the Insured in respect of liability incurred by the Insured
2. any director of the Insured in respect of liability for which the Insured would have been entitled to indemnity under Section V of this Policy if the claim had been made against the Insured each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply.

### Exclusions:

We shall not provide insurance under this Section in respect of

1. Injury to any Employee arising out of and in the course of any private work undertaken for the Insured or members of the Insured's Family or for any Resident or members of his Family.
2. Claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement.
3. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

## Jurisdiction Clause applying to Section V

No compensation for damages will be payable unless judgements are delivered by or obtained from a court of competent jurisdiction within the Geographical Area, nor for judgements or orders obtained within the Geographical Area for the enforcement of a judgement obtained elsewhere.

No compensation for costs and expenses of litigation recovered by any claimant from the Insured shall be payable by the Company which are not incurred in and recoverable within the Geographical Area.

## Claims Settlement

The maximum amount we will pay for damages and claimant's costs and expenses in respect of all injury consequent on or attributable to one sudden and identifiable accident or occurrence shall not exceed the Limit of Indemnity shown in the Schedule irrespective of the number of Employees sustaining injury from such accident or occurrence.

We will also pay all costs and expenses incurred with our written consent.

In connection with any claim or series of claims made against the Insured consequent on or attributable to one sudden and identifiable accident or occurrence we may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages, claimant's costs and expenses) or any less amount for which such claims can be settled and thereupon we shall relinquish the control of such claims and be under no further liability in connection therewith except for additional costs and expenses for which we may be responsible under this Section in respect of matters prior to the date of such payment.

If we have not exercised our rights under the preceding paragraphs our responsibility for paying all costs and expenses (other than claimant's costs and expenses) in circumstances where the amount or amounts of damages and claimant's costs and expenses exceed the Limit of Indemnity shall be limited to such proportion of the costs and expenses (other than claimant's costs and expenses) as such Limit of Indemnity bears to the total amount payable for damages and claimant's costs and expenses.

## Conditions which apply to the whole Policy

**1. Your duty to prevent loss or damage**

You must take all reasonable steps to prevent loss, damage or accidents and maintain the insured property in a sound condition.

**2. Transfer of Interest**

You may not transfer your interest in the Policy without our written approval.

**3. Cancellation of the Policy**

You may cancel this Policy at any time. If you cancel the Policy you may be entitled to a refund of premium provided that no claim has been made during the current Period of Insurance.

We may cancel this Policy by giving you thirty days' notice in writing by hand or by Registered Mail at your last known address. If we cancel the Policy we will refund the premium paid for the remainder of the current Period of Insurance.

## Exclusions which apply to the whole Policy

**1. Radioactive Contamination**

Any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**2. War Risks**

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**3. Terrorism**

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

**4. Sonic Bangs**

Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**5. Year 2000**

Any loss damage or breakage directly or indirectly caused by or contributed to by or arising from the failure or inability of any Electronic Equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.

- i) to correctly recognize any date as its true calendar date
- ii) to capture save or retain 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
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any Electronic Equipment being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

## 6. Cyber

Losses of any kind directly or indirectly caused by, arising from, or consisting of, in whole or in part by:

- (a) The use or misuse of the Internet or similar facility;
- (b) Any electronic transmission of data or other information;
- (c) Any computer virus or similar problem;
- (d) The use or misuse of any Internet address, Website or similar facility;
- (e) Any data or other information posted on a Website or similar facility;
- (f) Any loss of data or damage to any computer system, including but not limited to hardware or software (unless such loss or damage is caused by a named peril) or
- (g) The functioning or malfunctioning of the Internet or similar facility, or of any internet address, Website or similar facility (unless such malfunctioning is caused by a named peril) or
- (h) Any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright or patent).

## 7. Mold & Mildew

Any loss or damage involving in any way the actual or potential presence of mold, mildew or fungi of any kind whatsoever, whether or not directly or indirectly caused by or resulting from any peril insured under this Policy.

## Conditions which apply in the event of a claim

### Notification of a Claim

1. If loss, damage or liability occurs which may result in a claim under this Policy, the action the Insured must take depends upon the type of claim:  
Riot - tell us immediately.  
Theft, malicious damage or vandalism - tell the Police immediately and tell us as soon as possible.  
Legal liability for injury or damage - tell us immediately and provide full details in writing as soon as possible; send us immediately any writ, summons or other legal documents served on the Insured or the Insured's Family.  
Any other claim - tell us as soon as possible.
2. You must provide us, at your expense, with all the details and evidence which we ask for concerning the cause and amount of any damage or injury.

### Rights and Responsibilities

3. We may enter any building where loss or damage has occurred and deal with the salvage but no property may be abandoned to us.
4. The Insured must not admit, reject or negotiate on any claim without our written consent.
5. We may take over and conduct in the name of the Insured with complete and exclusive control, the defence or settlement of any claim.
6. We may also start legal action in the name of the Insured (but at our expense and for our own benefit) to recover from others, compensation in respect of anything covered by this Policy.
7. The Insured must give us all the help and information we may need to settle or defend any claim or to start legal proceedings.

### Other Insurances

8. If at the time of any claim there is or but for the existence of this Policy there would be other insurance covering the same liability the indemnity provided by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected.

## Arbitration

9. Where a claim has been accepted under this Policy but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator in accordance with the statutory provisions then current. If this happens, an award must be made by the arbitrator before legal proceedings can be commenced.

## Notes to guide you in making a claim

### What you should do

1. Check that the claim is covered by the Policy. Each Section of the Insured's Policy contains details of what is insured, what is excluded and how claims are settled.

#### To check you have a valid Claim -

1. Refer to the relevant Section of the Policy, e.g. Buildings, Contents.
  2. Establish the cause and consult the relevant paragraph of the Insured's Policy to ensure that this cause is covered.
  3. Ensure the Claim is not excluded from the relevant paragraphs.
  4. Check you have complied with all conditions relevant to your claim.
  5. Read the Claims settlement paragraph of the relevant Section.
2. Tell us as soon as possible by telephone or by letter.  
**Note:** Immediate advice is essential if the damage is serious or caused by riot.
  3. If necessary tell the Police (see Paragraph I under "Notification of a Claim" for details).
  4. Obtain estimates as soon as possible for repairing the damage. Any temporary repairs necessary to make your property weatherproof (if, for example, the roof has been damaged) can be put in hand immediately. However, we should be given an opportunity to inspect the damage before permanent repairs are done.
  5. If somebody is holding you responsible for damage to their property or bodily injury to them then follow the procedure in Paragraph I under "Notification of a Claim".

### What we will do

1. Where the damage is serious we will arrange for someone to call upon you as soon as possible.
2. In other cases we will send you a Claim Form.