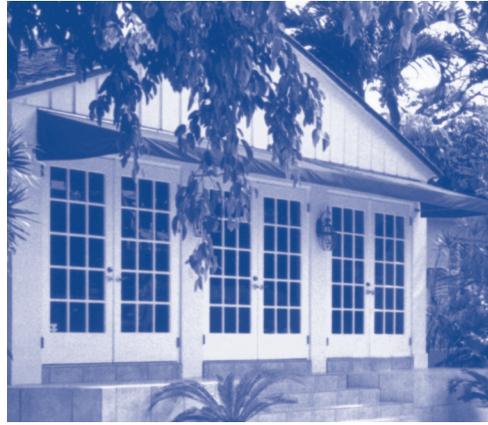




HOME INSURANCE



INTRODUCTION

Here is your new Home Policy. Please examine it together with the Policy Schedule and any endorsements attached, to make sure that you have the protection you need. Do not wait until you have a claim before reading your policy wording, read it now and keep it in a safe place.

HOW YOUR INSURANCE OPERATES

Your Home Policy is evidence that a contract exists between you and RoyalStar Assurance Ltd. ("The Company"). The Proposal and Declaration which you sign are the basis of the contract. You are required to provide full and accurate answers when completing the Proposal.

We agree to pay for any damage, liability, losses or costs, as set out in the policy.

The period of insurance is for the fixed period indicated on your Policy Schedule. At the end of this period, renewal may be offered. Should there be any changes to the policy wording or premium, we will advise you accordingly in writing before the renewal date.

KEEPING US INFORMED

We have issued this Home Policy to you on the basis of what you have told us about yourself, your family 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. Your policy is designed for easy amendment or extension. Please let us know immediately of changes that affect what you have told us; for example, if you move or extend your house.

OUR PROMISE OF SERVICE

We aim to provide you with a first class standard of service. If you are unhappy with this service or have any cause for dissatisfaction, please contact us or your agent who will be ready to help you with your problem.

UNDERINSURANCE

ALWAYS MAINTAIN AN ADEQUATE SUM INSURED OR YOUR SETTLEMENT WILL BE REDUCED.

You must ensure your building Sum Insured is kept up to date. If you extend or make improvements to your home you will increase the rebuilding cost **REMEMBER TO INCREASE YOUR SUM INSURED.** You must also periodically review the value of your contents, if adequately insured your policy will pay the cost of replacement as new.

AVERAGE

Please be reminded that your Home Policy is subject to a Condition of Average. This means that if the Sum Insured is less than the value at risk at the time of loss, any claim will be reduced in the same proportion as the amount of the under-insurance that existed at the time of loss.

UNOCCUPIED

If your property is not lived in for more than 30 days, loss or damage caused by the escape of water from tanks or water pipes is not covered. We strongly recommend that under these circumstances you turn off your water supply at the mains.

Anton Saunders



Managing Director
RoyalStar Assurance Ltd.

INDEX

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

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DEFINITIONS

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

Policyholder/You /Your	The person(s) named as Policyholder in the Schedule.
Insured	You and members of your family (that is your wife/husband and children, sisters, brothers, parents and grandparents) who normally reside with you.
Company/We	RoyalStar Assurance Ltd.
Proposal	The Application Form and any other information provided by you or on your behalf.
Endorsement	Any alteration made to the Policy and issued by the Company.
Period of Insurance	The period shown in the Schedule and any further period for which we accept your premium.
Deductible	The first monetary part of any claim which you have to bear.
Geographical Area	As specified in the Schedule.
House	The private dwelling or self contained apartment at the address shown on the Schedule.
Home	The House together with its garages and outbuildings all used for domestic purposes.
Unoccupied	Not lived in by any member of Your Household or by any other person with Your permission.
Unfurnished	Without sufficient furniture and furnishings for normal living purposes.
Full Rebuilding Cost	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 the local building code and other statutory requirements, fees and associated costs.
Fees	Architects, Surveyors and Legal Fees necessarily incurred to repair or replace but excluding fees: (a) incurred in preparing or furthering any claim under this policy (b) in excess of the scale fees for the appropriate professional body (c) which, in total, exceed 12½% of the total sum insured on the Buildings.
Associated Costs	The cost of removing debris, demolition, shoring-up or propping necessarily incurred to repair or replace.

Money	Current legal tender, cheques, postal and money orders, gift vouchers and travellers cheques.
High Risk Items	Items of Contents which are often attractive to thieves. These are televisions, computers and computer games, audio and video equipment, jewellery, watches, photographic equipment, pictures, and works of art.
Windstorm	A tropical disturbance in which sustained winds exceed 39mph or 34 knots as verified by the Government Meteorological Department.
Electronic Equipment	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.
Flood	Inundation from the sea or resulting from the escape of water from the normal confines of any natural or artificial water course.
Handheld	Small and light enough to operate while you hold it in your hands.
Currency	If this policy has been expressed in any currency other than Bahamian dollars it is as a result of a specific request from the Insured and their written declaration that they are Non-Resident in the Commonwealth of the Bahamas for Exchange Control purposes. Premiums should be paid in the currency expressed on the schedule. In the event of a claim being admitted by the Company, payment shall be made in that same currency.

SECTION I: BUILDINGS

By Buildings we mean

the Home, domestic out buildings, garages and sheds, exterior shutters and awnings.

Fixtures and fittings including:

Built in furniture, fixed glass, solar panels, ceramic hobs, sinks, shower bases, pedestals, washbasins, baths, toilets and other sanitary ware.

Fixed wall, floor or ceiling coverings (including fixed carpets).

Fixed apparatus attached to the gas, electrics, plumbing, drainage or sewage system.

Satellite television systems including internet and external equipment.

Non-portable generators permanently connected to the electrical system.

Pipes, ducts, wires, cables, meters, pumps and switches used in connection with the provision of lighting, heating, cooling and communication, water, drainage or sewage.

Standard Cover:

The Buildings are insured against loss or damage by the following causes including those due to a change of temperature arising from the following causes (Paragraphs 1-13 inclusive)

1. Fire, Lightning, Explosion.
2. Power Surge.
3. Smoke due to sudden, unusual and faulty operation of any heating or cooking unit whilst in the Home.
4. Storm and Flood other than as defined in paragraph 5.
5. If specified in the Policy Schedule, Hurricanes, Cyclone, Tornado, Windstorm, Earthquake, Volcanic Eruption and Tidal Wave, including Flood following any of these causes.
6. Water escaping from or freezing of, water tanks apparatus or pipes or water or oil escaping from a fixed heating or cooling installation.
7. Riot Strikes or labour disturbances.
8. Malicious persons or vandals.

Exclusions & Deductibles:

Damage by wet or dry rot.

Damage by subsidence and/or heave of the site on which the Buildings stand.

Unless shown as included in the Schedule:

Fixed Swimming Pools, Saunas and Jacuzzi, including equipment pertaining to same.

Tennis Courts.

Docks, Jetties, Piers and Seawalls.

Walls, Gates and Fences.

Patios, Footpaths and Driveways.

2. **Deductible \$1,000**
Any amount exceeding \$10,000
3. **Deductible \$250**
4. **Deductible \$250**
Loss or damage to gates unless damage is caused to the Home at the same time.
Loss or damage caused by Hurricane, Cyclone, Tornado, Windstorm, Earthquake, Volcanic Eruption and Tidal Wave including Flood following any of these causes.
5. **Deductible shown on the policy schedule**
6. **Deductible \$250**
Loss or damage occurring while your House has been left unoccupied and/or unfurnished for more than 30 days.
8. **Deductible \$250**
Loss or damage caused by any of the Insured or by tenants.
Loss or damage occurring while your House has been left unoccupied and/or unfurnished for more than 30 days.

9. Theft or attempted theft.

10. Falling trees or branches

11. Collision involving vehicles, as well as, aircraft or aerial devices or anything dropped from them.

12. Accidental damage, for which you are legally responsible, to cables or underground services supplying your Home.

13. Accidental breakage of glass or sanitary ware fixed to and forming part of your Home.

14. If your House is made uninhabitable by any cause other than paragraph 5 we will pay;
 - the rent you would have received but have lost including up to 12 months ground rent
 - the reasonable additional cost of comparable accommodation incurred but only if this House is your main residence during the period necessary to restore your House to habitable condition subject to a maximum period of 12 months from the date of the loss or damage to your house.

Exclusions & Deductibles:

9. **Deductible \$250**
Loss by deception unless only entry is gained by deception. Loss or damage caused by any of the Insured or by tenants.
Theft from the open or from an unlocked garage or out building forming part of the Home.

10. **Deductible \$250**

11. **Deductible \$250**

12. **Deductible \$50**

13. **Deductible \$50**

14. Any amount exceeding 10% of the Sum Insured on Building.
Loss or damage caused by Hurricane, Cyclone, Tornado, Windstorm, Earthquake, Volcanic Eruption and Tidal Wave including flood following any of these causes.

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.

Home Improvements

You must ensure your Sum Insured is kept up to date. If you extend or make improvements to your Home you will increase its rebuilding cost. Remember to increase your sum insured.

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 repair or replacement the Sum Insured on Buildings is less than 90% 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 Home 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 deductible.

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 loss or damage, and the damage is made good without delay.

Sale of the Home

If you enter into a contract to sell your interest in any Home insured by this Policy and, between exchange of contracts and completion of the sale the Home is damaged by any cause insured by 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 Home is not otherwise insured by or on his behalf.

Important Note

You must review and update your sum Insured on a regular basis. Costs to rebuild and replace are continually increasing and if the Sum Insured is not adjusted, any claims that arise may be reduced in accordance with the claims settlement clause.

SECTION II: CONTENTS

By Contents we mean

household goods and personal effects and money which:-

- a) belong to the Insured, or
- b) belong to the domestic employees of the Insured (not exceeding 15% of the Sum Insured on Contents), or
- c) are the legal responsibility of the Insured.

Standard Cover:

When in your home the Contents are insured against:-
loss or damage by the following causes.

1. Fire, Lightning, Explosion.
2. Power Surge.
3. Smoke due to the sudden, unusual and faulty operation of any heating or cooking unit whilst in the Home.
4. Storm or Flood other than as defined in paragraph 5.
5. If specified in the Policy Schedule Hurricane, Cyclone, Tornado, Windstorm, Earthquake, Volcanic Eruption and Tidal Wave including Flood following any of these causes.
6. Water escaping from or freezing of water tanks, apparatus or pipes or water or oil escaping from a fixed heating or cooling installation.
7. Riot, strikes or labour disturbances.
8. Malicious persons or vandals.
9. Theft or attempted theft.

Exclusions & Deductibles:

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

Pets and livestock.

Securities and documents of any kind.

Landlords' fixtures and fittings.

External television and radio antennae, antennae fittings, masts, towers and external panels and fittings forming part of a solar heating system.

Money exceeding \$500 in total.

Credit Cards.

Property more specifically insured.

Pedal Cycles exceeding \$500 each.

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

In respect of any High Risk item any amount in excess of \$2,500 unless specified on the proposal form or advised to the company

2. **Deductible \$1,000**
Any amount exceeding \$10,000
3. **Deductible \$250**
4. **Deductible \$250**
Loss or damage caused by Hurricane, Cyclone, Tornado, Windstorm, Earthquake, Volcanic Eruption and Tidal Wave, including Flood following any of these causes.
5. Deductible shown on the schedule
6. **Deductible \$250**
Loss or damage occurring while your House has been left unoccupied and/or unfurnished for more than 30 days
8. **Deductible \$250**
Loss or damage occurring while your House has been left unoccupied and/or unfurnished for more than 30 days
9. **Deductible \$250**
Loss by deception unless only entry is gained by deception. Loss or damage caused by any of the Insured or by tenants. Theft from the open or from an unlocked garage or outbuilding forming part of the Home.

10. Falling trees or branches.
11. Collision involving vehicles, as well as, aircraft or aerial devices or anything dropped from them.
12. Accidental breakage of mirrors, plate glass tops on furniture and fixed glass in furniture.
13. Accidental damage to televisions.
14. If your House is made uninhabitable by any cause other than by paragraph 5 and this House is your main residence we will pay the reasonable additional cost of comparable accommodation incurred during the period necessary to restore your House to habitable condition subject to a maximum period of 12 months from the date of the loss or damage to your House.

When not in your Home the Contents are insured against:-

15. Loss or damage by any cause insured by paragraphs 1-11 occurring while temporarily removed within the Geographical Area.
16. Loss or damage by any cause insured other than by paragraph 5 occurring in the open within the boundaries of the land belonging to your Home.

Exclusions & Deductibles:

10. **Deductible \$250**
11. **Deductible \$250**
Loss or damage caused by domestic pets.
12. **Deductible \$50**
13. **Deductible \$50**
Damage by wear and tear, depreciation, gradually operating cause, process of cleaning, repair or restoration, mechanical, electrical malfunction or Power Surge of any kind.
14. Any amount exceeding 10% of the Sum Insured on Contents.
Loss or damage caused by Hurricane, Cyclone, Tornado, Winstorm, Earthquake, Volcanic Eruption and Tidal Wave including Flood following any of these causes.
15. **Deductible \$50**
Any amount exceeding 5% of the Sum Insured on Contents.
Theft from any unattended vehicle.
16. **Deductible \$50**
Any amount exceeding \$500.
Loss or damage caused by hurricane, cyclone, tornado, windstorm, earthquake, volcanic eruption and tidal wave including flood following any of these causes.

Claims Settlement

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

If at the time of repair or replacement the Sum Insured on Contents is less than 90% of 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 1-13 is the Sum Insured less any deductible (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 any 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 NEW replacement cost. Remember to always maintain AN ADEQUATE SUM INSURED.

SECTION III: VALUABLES

By Valuables we mean

personal effects and clothing as described in the Schedule belonging to the Insured or for which the Insured is legally responsible.

Valuables are insured against:-

Loss or damage within the Geographical Area and while temporarily elsewhere in the custody or control of the Insured provided that the period for which the Insured is outside the Geographical Area does not exceed 60 days in any Period of Insurance.

The maximum amount payable in respect of property taken abroad shall be \$10,000.

Claims Settlement

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

The maximum amount payable is the Sum Insured less any deductible (subject to any Limits) stated in the Schedule.

Exclusions & Deductibles:

Motor vehicles, pedal cycles, caravans, trailers, aircraft, hovercraft or boats or parts or accessories on or in any of them.

Pets and Livestock.

Any item used for business purposes.

Securities, documents of any kind, Money or Credit Cards.

Loss or damage caused by wear and tear, depreciation, moth, vermin, atmospheric or climatic conditions, gradually operating causes, process of cleaning, dyeing, repair or restoration, mechanical or electrical malfunction of any kind.

Loss by deception unless only entry to the Home is gained by deception.

Theft from any unattended vehicle.

China, glass, earthenware and other items of brittle nature, household goods, domestic appliances, contact lenses, camping equipment or musical instruments personal effects and clothing unless specified on the schedule.

Computers, phones and handheld electronic devices in respect of Section III item 1 of the policy schedule (unspecified items).

Deductible \$50 in respect of item 1 (Unspecified items).

Deductible \$250 in respect of computers, phones and handheld electronic devices under item 2 (Specified valuables).

SECTION IV: LIABILITIES

a) As owner or occupier of the Home, or in a personal capacity.

The Insured is indemnified against liability at law For damages and/or claimants' costs in respect of accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during any Period of Insurance:

- i) in or about the Home and incurred solely as occupier or owner of that part of the Home insured by Sections I or II of this Policy
- ii) incurred solely in a personal capacity (not as occupier or owner of any buildings or land).

The limit of indemnity for all damages and Claimants' costs resulting from one original cause is \$500,000. We will also pay defense costs and expenses incurred with our written consent. This paragraph includes indemnity after the Insured's death to legal personal representatives in respect of liability incurred by the Insured and covered by the Policy provided that the legal personal representatives observe the terms of the Policy as far as they can apply.

b) As employer of domestic staff

The Insured is indemnified against liability at law For damages and/or claimants' costs in respect of accidental bodily injury (including death, disease or illness) occurring during any Period of Insurance incurred as an employer to an employee under contract of service to the Insured and arising out of and in the course of such employment subject to a maximum limit of \$250,000 arising from any one cause and in the aggregate during any one period of insurance. We will also pay defense costs and expenses incurred with our written consent.

Exclusions:

Damage to property belonging to or held in trust by or in the custody or control of the Insured.
Injury or damage arising out of the profession or business of the Insured.

Injury or damage arising out of the ownership, possession or use by or on behalf of the Insured of mechanically propelled vehicles (except pedestrian controlled gardening implements), lifts, caravans, aircraft, hovercraft or boats.
Injury or damage arising out of the ownership or use of any dock, jetty, pier, sea wall, or similar waterside structure.
Liability assumed by agreement unless the liability would have existed without the agreement.
Liability for accidental bodily injury to an employee under contract of service to the Insured and arising out of and in the course of such employment.
Liability resulting directly or indirectly from the transmission of any communicable disease by any of the Insured.
Injury (including death, disease or illness) to any of the Insured.

Injury arising out of the profession or business of the Insured.
Liability assumed by agreement unless the liability would have existed without the agreement.
Injury to employees other than domestic staff.

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.

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 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

Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes any loss, liability, costs or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused, arising out of, contributed to by, resulting from, or otherwise in connection with:

- a) irradiation or contamination by Nuclear Material; or
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- c) any device or weapon employing atomic or nuclear fission and/or other like reaction or radioactive force or matter

Nuclear Material Means:

- a) nuclear fuel which means any material other than natural uranium, capable of releasing nuclear energy by nuclear fission or otherwise either alone or in conjunction with any other material or
- b) any other radioactive material (including but not limited to radioactive products and waste).

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

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de fact of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purpose to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

This insurance also excludes loss, damage, cost or expense directly or indirectly caused by or contributed to, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

This also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

4. Sonic Bangs

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

5. Information Technology Hazards

- a) loss of, alteration of or damage to; and/or
- b) a reduction in the functionality, availability or operation of; and/or
- c) any calculation, comparison, differentiation, sequencing, processing of data, change, alteration or modification involving any data change, including leap year calculations to:

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 are excluded hereon unless arising out of physical damage caused by the perils defined in this policy.

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

6. Cyber

This clause specifically excludes 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 an earthquake, a fire, a flood, or a storm); 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 an earthquake, a fire, a flood, or a storm); or
- h) Any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright or patent).

7. Property Fungi Exclusion

This insurance policy does not apply to:

- a. Any loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "Fungi" or "Spores".
Notwithstanding the forgoing, this exclusion will not apply if such loss, damage, claim, cost, expense or other sum related to insured property results from or is directly caused by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, smoke, windstorm or hail, leakage from fire protective equipment, earthquake, tsunami, flood, freeze or weight of snow, and not otherwise excluded from this insurance, and
- b. The cost or expense for testing, monitoring, evaluating or assessing of "Fungi" or "Spores".

Losses arising from "Fungi" or "Spores" shall not in and of themselves constitute an event for the purpose of this insurance policy.

For the purpose of this exclusion, the following definitions are added:

Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising therefrom or from any "fungi" or "Spores" includes but is not limited to one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

8. Asbestos

Liability directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

Conditions which apply in the event of a claim

1. Notification of a Claim

If loss, damage or liability occurs which may result in a claim under this Policy, the action you must take depends upon the type of claim.

- a) Accidental loss outside the Home, theft, malicious damage or vandalism - tell the Police immediately and tell us as soon as possible.
- b) 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 you or your family.
- c) Any other claims - tell us as soon as possible.
- d) You must provide us, at your expense, with all the details and evidence which we are asking for concerning the cause and amount of any damage or injury.

2. Rights and Responsibilities

- a) We may enter any building where loss or damage has occurred and deal with the salvage but no property may be abandoned to us.
- b) The Insured must not admit, reject or negotiate on any claim without our written consent.
- c) We may take over and conduct in the name of the Insured with complete and exclusive control, the defence or settlement of any claim.
- d) 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.
- e) The Insured must give us all the help and information we may need to settle or defend any claim or to start legal proceedings.

3. Other Insurances

If at the time of any incident, which results in a claim under this Policy, there is any other insurance covering the same damage or liability or any part of it, we will only pay our rateable proportion of the claim.

4. Arbitration

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 current statutory provisions. If this happens, the arbitration procedure must be allowed to complete before any other legal proceeding can be commenced.

5. Average

If the buildings or contents insured by this policy be less than 90% of the full rebuilding or reinstatement cost then the Company shall be liable only for such portion of the loss or damage as the Sum Insured bears to the full rebuilding cost.

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 your Policy contains details of what is insured, what is excluded and how claims are settled.

To check you have a valid Claim:

- a) Refer to the relevant Section of the Policy, e.g. Buildings, Contents.
 - b) Establish the cause and consult the relevant paragraph of your Policy to ensure that this cause is covered.
 - c) Ensure the Claim is not excluded from the relevant paragraphs.
 - d) Check you have complied with all conditions relevant to your claim.
 - e) Read the Claims settlement paragraph of the relevant Section.
2. Tell us or **your agent** as soon as possible
 3. If necessary tell the Police.
 4. Obtain photographs (where possible) and 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 of inspecting 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 1 on previous page.

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 let you know if we need any more information. In most cases we will be able to settle your claim on the basis of the details obtained in the Claim Form.