



New Kingston Knutsford Boulevard
Liguanea 124 Old Hope Road
Portmore Portmore Town Ctr.
May Pen Bargain Plaza
Mandeville Midway Mall
Santa Cruz 36 Coke Drive
Junction Tony Rowe Plaza
Montego Bay Fairview Shopping Ctr.

Toll Free: 1-888-429-5GKI (1-888-429-5454) Fax: 876-968-1920 gkginfo@gkco.com www.gk-insurance.com



PREMIER HOME COVER

DELIVERING THE PROMISE

CUSTOMER SERVICE CHARTER

THIS POLICY IS SUBJECT TO THE PRO RATA CONDITION OF AVERAGE

CUSTOMER CARE

We are committed to providing you with superior service. We care about the service that we provide for our customers and we make every effort to exceed your expectations. Our toll-free number is **1-888-429-5454** Our Customer Service Charter below sets out the level of service we strive to sustain:-

GK G PROMISES

1 QUALITY

We are pleased to promise the delivery of quality customer service to our valued customers. We have in place the GKG Quality Advantage Program in which all our team-members are trained, thereby ensuring the consistent and focused delivery of the kind of service our customers have come to expect from us.

2 VALUE FOR MONEY

Our corporate customer philosophy – “Driven by Excellence, Guided by Experience” underscores the company’s promise of value for money through the provision of quality insurance products and quality service to you our valued customer.

3 SERVICE RECOVERY

Although we set ourselves high standards, if we do not meet your expectations and you are dissatisfied in some way we would like to know. We have in place a complaints resolution system designed to ensure that a dissatisfied customer becomes a satisfied one again. All team members are trained in how to handle any complaints or concerns our customers might have about our products or service. We promise that complaining customers will have their complaints resolved promptly.

If you follow the guidelines below your complaint will be dealt with in the most efficient manner possible.

Step 1 Speak first to the person who arranged the policy or processed the claim for you. Have your policy or claim number ready as a reference

Step 2 If you remain dissatisfied, ask to speak to the General Manager who will give personal attention to your enquiry and point you in the right direction if you wish to take the matter further

4 PARTNERSHIP

We pride ourselves on the close partnership we have with our customers. We promise that we will continue to provide personally, pleasing, memorable interactions with our customers. We further promise that we will continue to demonstrate reliability, honesty and integrity, responsiveness and assurance in our everyday dealings with you our valued customer. Approachability and ease of contact of our service personnel will continue to be a cornerstone of this relationship.

THE CONTRACT OF INSURANCE

This policy embodies a contract between **you** our **Policyholder** and **us**, your Insurance Company. The proposal form and declaration signed by you is the basis of this contract. In return for payment of the premium we will provide indemnity for loss, damage, liability or injury happening during the period of insurance in accordance with the Sections that are shown in the Schedule.

Signed



.....
Chaluk Richards
General Manager

DEFINITIONS

In order to make it easier for you to understand the Policy, we have set out below, definitions of certain words which have special meanings. To help you identify these words, we have printed them in bold print wherever they appear.

Bodily Injury

Death, injury, illness or disease

Buildings

The private dwelling house, townhouse or apartment and all domestic offices, stables, garages and outbuildings used in connection therewith, including

- landlords fixtures and fittings, awnings, wall-to-wall carpets, jacuzzis,
- walls, gates, fences and other paved areas,
- radio and television aerials,
- fixed water storage tanks and pumps connected thereto, solar water heating systems, water pipes and cables (whether above or below ground) and
- sewage disposal systems

all at the situation shown in the Schedule.

N.B.— Retaining walls, sea walls and **swimming pools** are not included in this definition, unless specifically agreed and noted in the Schedule.

Contents

Anything belonging to **you** or for which you are responsible, whilst contained in the **Home**, except the following:-

- a) Landlord's fixtures and fittings;
- b) Any living animal;
- c) Property more specifically insured;
- d) Any item used in connection with a business, trade, occupation or profession unless specified in the Schedule;
- e) Motor vehicles and accessories or anything in or on them.

Electronic Equipment

Audio equipment, video equipment, televisions, computers and accessories, internal components of satellite receiving systems, citizens band (c.b.) short-wave and two-way radio systems, facsimile machines, telephone answering machines, cable television equipment, cellular telephones, electronic games systems and the like.

Flood

The word flood shall mean:

- the flowing or deviation from their normal channels of either natural or artificial water courses,
- bursting or overflowing of public water mains
- any other flow or accumulation of water originating from outside the building insured or containing the property insured, but excluding gradual operation of the peril.

Home

The House together with its garages and outbuildings all used for domestic purposes.

House

The private dwelling at the situation shown in the Schedule

Household

Your family permanently living in and domestic staff normally employed at the home described in the Schedule.

Money

Cash, currency notes, coins, cheques, postal or money orders, bankers' drafts, postage stamps, luncheon vouchers securities and documents.

Pay (Claim Settlement)

The amount we agree to pay **you** for any claim arising from an insured cause. This may be in money or, at our option, by replacement, reinstatement or repair.

Satellite Dish

The external components of satellite receiving antenna systems including the antenna (Dish), feedhorn, actuator (jack) and LNB.

Swimming Pools

Swimming Pools, including pool decks, pump houses, pumps, chlorinators and related pipes and fixed pool accessories.

Unoccupied

Insufficiently furnished for normal living purposes or not lived in for more than 60 consecutive days.

Valuables

Jewellery, gold, silver, precious metals, watches, photographic equipment, guns, binoculars, works of art, antiques, curios, furs and the like.

We/Us/The Company

GK General Insurance Company Limited (GKG)

You/Policyholder

The person, people or company identified in the Schedule as The **Policyholder**. The benefits of this Policy also extend to the policy-holder's spouse and other members of the **household**.

INSURED PERILS

1. Fire or smoke, lightning, explosion, subterranean fire, bush fire.
2. Earthquake and fire following earthquake and or volcanic eruption.
3. Storm, tempest, gale, hail, hurricane, tornado, tidal wave, windstorm and flood caused by these perils.
4. Flood.
5. Riot, strike or labour disturbances.
6. Burglary, housebreaking, theft or any attempted theft, larceny, malicious damage or vandalism provided that no member of your **household** is a party to the loss or damage.
7. Falling trees or branches, but not as a result of felling or lopping by you or anyone acting on your behalf.
8. Impact by road vehicles, aircraft and other aerial devices, or articles dropped from them, or animals.
9. Breakage or collapse of radio or television aerials, aerial fittings, masts, or satellite dishes except if the breakage or collapse occurs during the erection or dismantling of such items.
10. Escape of water as a result of bursting or overflow of any domestic appliance, pipes or apparatus situated on the premises.

Cover in respect of Escape of water as per Insured Peril 10 excludes the cost of repairing or rectifying the apparatus or pipe from which the overflow or bursting occurs.

Cover in respect of Insured Perils 6 & 10 will not apply if the house is unoccupied. Cover in respect of larceny, theft or attempted theft, malicious damage and vandalism as per Insured Peril 6, will not apply if the house is lent, let or sublet.

SECTION 1-BUILDINGS

We will insure your **buildings** as noted on the Schedule against loss or damage by any of the Insured Perils.

ADDITIONAL COVERAGE

We will also provide **you** with the following coverage:-

Fixed Glass and Sanitary Fixtures

Accidental Breakage of Fixed Glass and Sanitary Fixtures in the Buildings not caused by an Insured Peril. **We** will **pay** up to 5% of the Sum Insured on the buildings in respect of this coverage. This cover will not apply if the house is **unoccupied**, lent, let or sublet.

Underground Pits, Tanks, Pipes and Cables

Accidental Damage to Septic Pits, Underground Tanks, Drains, Pipes and Cables providing services to and from the home not caused by an Insured Peril. **We** will pay up to 5% of the Sum Insured on the **buildings** in respect of this coverage.

Professional Fees & Clearance Costs

We will pay architects, surveyors, consultants, and legal fees necessarily incurred (with our prior consent) in reinstating or repairing the **building** following damage insured under this Section, and

clearance costs for removal of debris. **We will pay** up to 10% of the Sum Insured on the **buildings** in respect of this coverage

Statutory Requirements

We will pay the cost of complying with any statute following damage insured under this Section, unless notice had been served on you before the damage occurred, but not exceeding 10% of the Sum Insured.

Cost of Temporary Accommodation or Reimbursement for Rent Lost

If as a result of damage insured by this Section, the **house** is rendered uninhabitable, **we will pay** the reasonable cost of comparable alternative accommodation if you occupy the **house**, or if it is tenanted, we will reimburse **you** in respect of rent lost during the period necessary for the reinstatement of the house. **We will pay** up to 10% of the Sum Insured on the **buildings** in respect of this coverage.

Capital Additions

The Insurance of the buildings extends to include any alterations, additions, and improvements to the buildings (but not appreciation in value in excess of the Sum Insured) for an amount not exceeding ten percent (10%) of the Sum Insured on the building to which such alterations, additions and improvements have been made PROVIDED that they are not otherwise insured and that you inform us as soon as practicable and in any event not later than 30 days after completion and pay the appropriate additional premium

BASIS OF CLAIM SETTLEMENT–BUILDINGS

In the event of any loss or damage to the buildings from any cause set out above, we will pay the full cost of repair, replacement or reinstatement as new, of the damaged areas, less the Deductible, if applicable, provided that:

- a) The Sum Insured is adequate to cover the full cost of rebuilding the buildings as new;
- b) The buildings are maintained in a good state of repair;
- c) Work is commenced within 6 months after the loss.

Otherwise, **we will pay** the estimated cost of repairs at the time of the loss after deducting an amount for wear and tear and depreciation and the Deductible, if applicable.

We will not pay fees for preparing a claim or any costs in respect of undamaged parts of the **buildings**. **We will not pay** for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.

The most **we will pay** under Section 1 in respect of loss or damage to the buildings and the above additional coverage is the Sum Insured stated in the Schedule.

SECTION 2 - CONTENTS

We will insure your contents against loss or damage by any of the Insured Perils whilst in the home.

ADDITIONAL COVERAGE

We will also provide you with the following coverage:

Accidental Breakage of Glass

Accidental breakage of fixed glass in furniture, pictures and mirrors not caused by an Insured Peril. We will **pay** up to 5% of the Sum Insured on the contents in respect of this coverage.

Furniture on Patio or in the open

We will **pay** you up to \$20,000 in respect of loss or damage to pool and patio furniture arising from any of the Insured Perils.

Spoilage of Food in Freezer or Refrigerator

We will pay you up to \$30,000 towards the cost of replacing food or drink which is spoilt as a result of accidental change in temperature in your refrigerator or deep freezer caused by electrical or mechanical fault or external damage to the refrigerator or deep freezer. However, this coverage does not apply if the refrigerator or freezer is more than ten years old or if your electricity is deliberately cut off by supplier.

Cover in respect of the above will not apply if the **house** is **unoccupied**, lent, let or sublet.

Accidental damage to TVs, Video and DVD Players, etc.

We will pay you up to \$10,000 (subject to restrictions) towards the cost of the replacement of accidental loss or damage to TVs, Video and DVD players and the like. However, this coverage does not apply to internal satellite equipment or if the equipment is more than ten years old nor for loss or damage due to interruption or fluctuation of the power supply.

Contents Temporarily Removed

We will **pay** for loss or damage to any of the **contents** insured under this Section, caused by any of the Insured Perils whilst temporarily removed from the **home** and contained in any building in Jamaica subject to a limit of 10 % of the Sum Insured on **contents**.

We will not **pay** for loss of or damage:

To **money** arising from theft not involving entry to or exit from such building by means of force or violence.

Title Deeds

If the title deeds to the home are lost or damaged at the **home** by any of the Insured Perils, we will pay up to \$20,000 towards the cost of preparing new title deeds.

Automatic Increases - Christmas & Weddings

The Sum Insured under this Section is automatically increased by 10% for the month of December and for one month before and after the wedding day of **you** or any member of your family, to cover the cost of presents as well as extra food and drink for these festive occasions.

Alternative Accommodations and Rent Payable

If you occupy the home and it is rendered uninhabitable by any cause insured by this Section, **we will pay** the reasonable cost of comparable alternative accommodation and any rent that you are legally liable to pay to your landlord during the period necessary for the completion of repairs. We will pay up to 15% of the Sum Insured on the **contents** in respect of this coverage.

BASIS OF CLAIM SETTLEMENT–CONTENTS

In the event of any loss or damage to any of the contents insured under this Section resulting from any cause set out above, **we will pay** the full cost of repair or replacement with articles of similar kind and quality, less the Deductible, if applicable.

However, **we will make a deduction for wear and tear and depreciation:-**

- a) If the Total Sum Insured is not adequate to cover the full cost of replacement of all your contents
- b) For articles not maintained in a good state of repair
- c) If the article is not repaired or replaced.

Unless otherwise specified in the Schedule, we will not pay more than:-

- i) 35% of the Sum Insured on contents in respect of all **Valuables** and **Electronic Equipment**.
- ii) \$10,000 in respect of **Money**.

For articles forming part of a pair or set, **we will pay** only the proportionate part of the value of the pair or set that has been lost or damaged.

The most **we will pay** under Section 2 in respect of loss of or damage to the contents and the above Additional Coverage is the Sum Insured stated on the Schedule.

We will not pay fees for preparing a claim.

SECTION 3 - ALL RISKS

Specified Items

We will insure the property described under Section 3-All Risks in the Schedule against accidental loss or damage occurring within Jamaica or for fifteen consecutive days during which the property is with you outside of Jamaica.

This cover does not include loss or damage:

- a) from wear and tear, depreciation, vermin, moth or any gradually operating cause or atmospheric condition or any process of drying, cleaning, repairing or restoring;
- b) from accidental breakage of articles of a brittle nature unless caused by any of the Insured Perils;
- c) from fogging or scratching of lenses;
- d) of or to **money**;
- e) from mechanical or electrical faults or breakdown;
- f) to sports equipment while in use;
- g) from confiscation or detention by customs or other officials;

- h) from malicious acts by **you** or any member of your **household**;
- i) to articles used or held in connection with a business, trade, occupation or profession.

BASIS OF CLAIM SETTLEMENT–ALL RISKS

For specified articles in respect of which a valuation has been supplied to **us**, we will **pay**

- i) the Sum Insured in respect of that article if the article is lost or destroyed.
- ii) the cost of repair or replacement up to the Sum Insured in respect of that article if the article is damaged.

For specified articles in respect of which no valuation has been supplied to us, we will pay the cost of repair or replacement up to the Sum Insured in respect of that article.

For articles forming part of a pair or set, we will pay only the proportionate amount that the damaged or lost part bears to the sum insured in respect of such pair or set.

Satellite Dish

We will insure your **Satellite Dish** at the situation described in the Schedule against accidental loss or damage not resulting from the following:-

- a) wear and tear, depreciation, any gradually operating cause or any process of repairing or restoring;
- b) faulty construction or installation;
- c) mechanical or electrical faults or breakdown;
- d) confiscation or detention by Customs or other officials;
- e) malicious acts by **you** or any member of your **household**

BASIS OF CLAIM SETTLEMENT–SATELLITE DISH

We will **pay** the full cost of repair or replacement with equipment of similar kind and quality. However, we will make a deduction for wear and tear and depreciation:

- a) if the Sum Insured is not adequate to cover the full cost of replacement
- b) if the equipment has not been maintained in a good state of repair
- c) if the equipment is not repaired or replaced.

The most we will **pay** under this Section in respect of loss or damage insured hereunder is the Sum Insured stated on the Schedule less 5%.

SECTION 4 - LIABILITY

Property Owner's Liability

We will indemnify **you** for any amounts which you as owner of the **home** become legally liable to pay as compensation for accidental bodily injury to or damage to the property owned by or in the custody or control of any person who is not a member of your household.

However, liability arising from the following is not covered:-

- a) A business, trade, occupation or profession.
- b) Any agreement unless liability would have existed otherwise.
- c) Any willful or malicious act.

Your coverage under this extension is limited to the amount shown in the Schedule, inclusive of all costs and expenses (including interest) incurred with our written consent in respect of all accidents occurring during any one period of insurance.

Personal & Public Liability

We will indemnify you in respect of any amounts which you (or any member of your family who permanently resides with you) become legally liable to pay as compensation for an accident occurring during the period of insurance which causes bodily injury to any person or loss of or damage to property anywhere in Jamaica.

However, liability arising from the following are not covered:-

- i) **Bodily injury** to or loss of or damage to property belonging to or under the custody or control of any member of your household.
- ii) Any willful or malicious act.
- iii) Ownership possession or use of mechanically propelled vehicles (except while being used for domestic purposes in your garden) caravans, trailers, watercraft, aircraft, animals (other than domestic animals) or firearms.
- iv) Any agreement unless the liability would have existed otherwise.
- v) The occupation or use of the home other than for domestic purposes.
- vi) Your engaging in a business, trade, occupation or profession.

Your coverage under this extension is limited to the amount shown in the Schedule, inclusive of all costs and expenses (including interest) incurred with our written consent in respect of all accidents occurring during any one period of insurance.

If the **Policyholder** is a Company or business partnership, Personal & Public Liability applies only in respect of accidents occurring in the **home** or on the land belonging to it.

Employers' Liability

We will indemnify **you** in respect of any amounts which you become legally liable to pay as damages for **bodily injury** to your domestic employees occurring at the home during the period of insurance.

We will **pay** up to the amount shown in the Schedule, inclusive of costs and expenses (including interest) agreed by us in writing in any one period of insurance. **We** will not be liable in respect of more than our

rateable proportion of any claim by any employee for occupational disease which the period of insurance bears to the total period during which the employee was exposed to the occupational hazard or disease.

We will also **pay** for reasonable medical and surgical expenses incurred in connection with an accident occurring in the home but not exceeding \$10,000 for any one accident.

However, liability arising from the following are not covered:-

- i. Any agreement unless the liability would have existed otherwise.
- ii. The occupation or use of your **home** other than for domestic purposes.
- iii. Your engaging in a business, trade, occupation or profession, or any work undertaken by employees outside the duties of domestic employees whether at your request or not.

Tenants Legal Liability

We will indemnify you in respect of your legal liability as tenant for damage to the **building** of the home resulting from any of the Insured Perils. This does not include legal liability arising out of any agreement unless liability would have existed otherwise. Your coverage under this extension is limited to 10% of the Sum Insured under Section 2-CONTENTS.

EXCLUSIONS APPLICABLE TO SECTION 4 - LIABILITY

This Policy shall not apply to loss or liability arising from:

1. Personal injury or bodily injury or loss of or damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this exclusion shall not apply to liability for personal injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this policy.
2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Policy.
3. Fines, penalties, punitive or exemplary damages.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

Premium Receipt

No payment in respect of any premium shall be deemed to be payment to the **Company** unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Policyholder.

Loss Prevention

You must take all reasonable steps to:

- a) keep the buildings/property in a proper state of repair;
- b) protect the property and prevent accidents.

Cancellation

We may cancel this policy at any time by sending thirty (30) days notice to you by registered mail or by hand at your last known address and you will be entitled to a proportionate return of premium corresponding to the unexpired policy period for which premium has been paid except that in cases for non-payment of premium, you will be given ten (10) day's notice.

You may also cancel the policy at any time and provided no claim has arisen during the then current Policy Period you may be entitled to a short period return of premiums for the time the policy will not be in force.

Protection for your Estate

In the event of your death, **we** will indemnify your legal personal representatives in respect of any liability **you** had previously incurred and for which you are entitled to indemnity under this Policy provided that they abide by the terms of this Policy.

Alterations

During the currency of this Policy, **you** must advise us in writing of any change of circumstances which increase the risk of loss, injury or damage.

Automatic Reinstatement Of Sum Insured

(Applicable to Sections 1 and 2 only)

It is understood and agreed that in the event of loss, destruction or damage by any of the Insured Perils, the Sum Insured on any Item of this Policy shall be automatically reinstated to the Sum Insured which was current immediately before such loss, destruction or damage subject to **you** agreeing to pay the appropriate additional premium.

However, this Condition shall not apply in respect of articles which are individually described in the Schedule.

CLAIMS CONDITIONS

Notification of a Claim

When any circumstances occur which will or might give rise to a claim, you must:

- a) Notify **us** in writing as soon as possible
- b) Notify the police immediately if a crime is involved
- c) Supply **us** (at your expense) with full particulars in writing within 30 (thirty) days of the incident
- d) Forward to us immediately any letter, claim, writ or summons received by you and not make any admission, offer payment or promise of payment without our consent.

Salvage and Subrogation

We are entitled to:

- a) Enter any building where loss or damage has happened to property insured by this Policy and to take and keep possession of such property and deal with the salvage in a reasonable manner. You may not abandon any property to us;
- b) Take the benefit of your rights against any third party(ies) before or after we have paid a claim;

c) Take over defence or settlement of a claim against you by any third party(ies).

Fraudulent Claims

If you or anyone acting on your behalf makes a claim under this Policy which is in any way fraudulent, we will not pay the claim and all cover under this Policy ceases immediately

Average Clause (Under-insurance)

If the Sum Insured shall at the time of any loss or damage be less than 85% of the full value of the property insured, you shall be considered as being your own Insurer for the difference between the Sum Insured and the full value of the property insured and shall bear a rateable proportion of the loss or damage accordingly. Each and every Item of this Policy, other than Items covering individually specified articles under Sections 2 and 3, shall be separately subject to this condition.

Contribution

If at the time of a claim there is any other policy covering anything insured by this Policy, we will be liable only for our proportionate share.

Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the laws in force at the time. The making of any Award shall be a condition precedent to any right of action against **the Company**.

Time Limit

If we reject any claim under this Policy, any action or suit must be commenced within 12 months of the date of rejection or the benefit under the Policy in respect of that claim will be forfeited.

Jurisdiction Clause

The indemnity provided by this Policy in respect of accidental **bodily injury** or loss of or damage to property shall not apply to:-

- a) compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction in Jamaica.
- b) costs and expenses of litigation recovered by any claimant from the Policyholder or other person entitled to indemnity under this Policy which are not incurred in and recoverable in Jamaica.

Mortgage Clause

We will pay claims to any Mortgagees noted on this Policy to the extent of their interest and their signature will be a valid release for any claim payment instead of the **Policyholder's** signature. In respect of their interest, we will not invalidate this insurance for any change of risk of which they were not aware, provided that they shall notify us of any change of ownership or other change of risk as soon as they become aware of it, and shall pay to us any additional premium necessary.

When we make a payment to the Mortgagees where no liability existed otherwise, we shall at once be legally subrogated to all rights of the Mortgagees to the extent of such payment, and the Mortgagees shall do whatever is required by us for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees to recover the full amount of their claim. This

clause shall not in any way affect any rights we may have against the Policyholder or lessen any obligations which may be imposed on the **Policyholder**. We reserve the right to cancel this Policy at any time, but for the benefit of the Mortgagees will keep the Policy in force for a period of 20 days after written notice of cancellation has been sent to the Mortgagees by, registered mail or for 10 days after the Mortgagees have acknowledged receipt of notice of cancellation.

Excess/ Deductible

The COMPANY shall not be liable for the first part (**the Deductible**, as stated below) of each claim otherwise payable under the terms of this Policy. If the Deductible so calculated is greater than the amount otherwise payable under this Policy, then no amount shall be payable by the COMPANY.

For the purposes of this Clause:

Location shall mean the premises at the address specified in the Schedule and shall be deemed to include all other land adjoining thereto which is owned and/or occupied by the Insured.

Items are defined as being one of the following:

- i) **Buildings** as defined in this Policy provided that each building at the same Location that is separated from each other by at least 30 feet will be treated as a separate item for the purpose of the calculation of this Deductible;
- ii) **Electronic Equipment** as defined in this policy;
- iii) **Contents** as defined in this policy;

Any item not specified as Buildings, Contents, Electronic Equipment or otherwise covered under Section 3- All Risks of this policy will be deemed to be Contents for the purposes of this Clause and subject to **the Deductible**.

Contents, Electronic Equipment contained in Buildings at least 30 feet apart at the same Location will also be treated as separate Items for the purposes of the Deductible calculation.

For the purposes of paragraph 1 (below) of this Clause, the extent and duration of an **incident** shall be limited to 72 (seventy-two) consecutive hours. Thereafter this Clause shall apply afresh.

The Deductible:

In respect of each **incident** of loss and/or damage arising directly or indirectly from:

1. The Perils of:
 - a) Hurricane, Cyclone, Tornado and Windstorm;
 - b) Earthquake and Volcanic Eruption;
 - c) Fire and/or Flood (including Overflow of the Sea) caused by the Perils stated in 1(a) or 1(b) above:
 - a Deductible equivalent to 2% (two percent) of the Sum Insured for each **Item** which shall apply separately to each **Item** as defined above.

Notwithstanding the description given of the Item or the list of insured items provided by the Insured to the Company, the Deductible will apply to the total value of **the Item** as defined above.

2. Any other Insured Peril unless otherwise specified - the deductible shall be nil.

Observance of Conditions

The due observance and fulfilment of the terms, provisions and conditions of this Policy in so far as they relate to anything to be done or complied with by **you** and truth of the statements and answers in the proposals shall be conditions precedent to any liability of the **Company** to make payment under this Policy.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

We will not **pay** for any loss, damage or liability arising directly or indirectly from the following exclusions.

Note: Where we decide that by reason of the provision(s) of these exceptions any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of proving the contrary shall be upon you.

1. WAR RISKS

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, civil commotion assuming the proportions of or amounting to a popular rising, military rising, coup d'état, terrorism, mutiny, insurrection, military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow of the government by force or to the influencing of it by violence.

2. RADIOACTIVE CONTAMINATION

- i) Ionizing radiations and contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. SUBSIDENCE

Subsidence, ground heave or landslip.

4. CONSEQUENTIAL LOSS

Any consequential loss except as provided herein.

5. CONFISCATION

Confiscation, commandeering, requisition or destruction of or damage to the **buildings** or **contents** by order of the government or any public, municipal or local authority.

6. DATA EXCLUSION CLAUSE

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, e 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.

“Data” means representations of information or concepts, in any form.

7. ELECTROMAGNETIC FIELDS (“EMF”) EXCLUSION

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.

8. GENETICALLY MODIFIED ORGANISMS (“GMOs’) EXCLUSION CLAUSE

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 (GMOs)

For the purposes of this exclusion the term Genetically Modified Organisms (GMOs) 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 into 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.

9. PHARMACEUTICALS EXCLUSION

This Policy does not cover claims arising out of:

Research , development, manufacturing marketing and distribution of pharmaceutical products, including biologics, and implantable medical devices for treating or preventing diseases in humans and animals.

This exclusion does not apply to retail sales of pharmaceutical products.

- “Biologics” are commercial products derived from biotechnology
- “Implantable medical devices” are devices implanted in the human body for more than twenty (20) days.

10. FUNGUS, MILDEW AND MOULD EXCLUSION CLAUSE

This Policy does not cover:

- 1) Any liability, loss, cost or expense arising out of, resulting from, caused by, contributed to, or in any way related to the existence, inhalation or exposure to any “fungus/fungi” and or “spore(s)”;
- 2) Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, disposal, or any obligation to investigate or assess the presence or effects of any “fungus/fungi” or “spore(s)”;
- 3) Any obligation to share with or repay any person, organisation or entity, related in any way to items 1) and 2) above, regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the injury or damage.

For purposes of this exclusion, the following definitions apply:

“Fungus/fungi” includes, but is not limited to, any form or type of mould, mildew, mushroom, yeast or biocontaminant.

“Spore(s)” includes, but is not limited to, any substance produced by, emanating from, or arising out of any “fungus/fungi”.

11. TERRORISM EXCLUSION

- 1) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 2) For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear
- 3) This endorsement 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) If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.
- 5) In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

12. INFORMATION TECHNOLOGY HAZARDS CLARIFICATION CLAUSE

Losses arising, directly or indirectly, out of:

- (i) loss of, alteration of, or damage to
or
- (ii) a reduction in the functionality, availability or operation of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:-

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

13. TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHIES EXCLUSION

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.

14. TOTAL ASBESTOS EXCLUSION

It is hereby understood and agreed that 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.