



## IronRock Insurance Company Ltd.

1b Braemar Avenue, Kingston 10, St. Andrew, Jamaica

### HOME POLICY

**THIS POLICY IS SUBJECT TO THE PRO RATA CONDITION OF AVERAGE**

This Policy sets out the terms and conditions of the contract of insurance between **you** and **us**.

The **Proposal** is the basis of and forms part of the contract of insurance between **you** and **us**.

In consideration of **you** paying **us** the Premium **we** will provide **you**, during the **Period of Insurance** and subject to the terms, exceptions, conditions and claims conditions contained herein or endorsed hereon, with the insurance under those Sections of this Policy which are shown in the Schedule as 'included'.

Signed the date First Incepted as stated in the Schedule

A handwritten signature in blue ink, appearing to read "A. H. Swartz", is written over a large, light grey watermark that says "SPECIMEN".

On behalf of the Company

## DEFINITIONS

The words and expressions listed below shall bear the following meanings wherever they appear in this Policy, the Schedule or any Endorsement attaching to this Policy:

**You/the Policyholder** The person(s) named as the Insured in the Schedule.

**Your household** **You** and  
a) members of your family  
b) domestic employees  
who normally reside with **you**.  
For the purposes of this definition:  
i) 'members of your family' shall include your spouse or domestic partner, your children, parents and other relatives (or those of your spouse or domestic partner)  
ii) 'domestic partner' shall mean a person residing with **you** with whom **you** have a long-term relationship involving shared responsibilities.

**The Company/we/us** IronRock Insurance Company Limited.

**Proposal** The Proposal Form and Declaration signed by **you** and any other information provided to **us** by **you** or on your behalf.

**House** That part of the **home** which is occupied as a private dwelling.

**Home** The **house** together with its garages and outbuildings all used for domestic purposes at the address stated in the Schedule.

**Period of Insurance** a) The period stated in the Schedule.  
b) Any subsequent period in respect of which **you** pay and **we** accept a renewal premium

## SECTION 1: INSURANCE OF BUILDINGS AND OTHER STRUCTURES

### DEFINITIONS

For the purposes of this Section:

**'Buildings'** shall mean 'the buildings of the **home** including landlords fixtures and fittings together with patios, driveways and other paved areas, walls, gates and fences, underground water pipes and cables providing services to or from the **home**, fixed water storage tanks and sewage disposal systems, aerials and antennae'.

**Swimming Pools and Waterside Structures** are not included in this definition.

**'Swimming Pools'** shall mean 'permanent pool structures together with pump-houses and permanently installed pool equipment and accessories including all related pipes and cables'.

**'Waterside Structures'** shall mean 'docks, jetties, piers, sea walls and any other structure abutting the sea, a river or any other body of water'.

**'Full Replacement Cost'** shall mean 'the full cost of rebuilding all the **Buildings** and/or Structures insured by an Item in the same form, size, style and condition as when new, including **Professional and Associated Fees** and **Debris Removal Costs**'.

**'Professional and Associated Fees'** shall mean 'Architects', Surveyors' and other Professional and Legal Fees reasonably and necessarily incurred in reinstatement, repair or replacement of the Property Insured but excluding Fees incurred in preparing or furthering any claim under this Policy'.

**'Debris Removal Costs'** shall mean 'the costs of removing debris, demolition, shoring-up or propping necessarily incurred in the course of reinstatement, repair or replacement'.

### THE INSURANCE PROVIDED BY THIS SECTION

**We** will by payment of the actual cost of repair or reinstatement (or at our option by repair, reinstatement or replacement) indemnify **you** if during the **Period of Insurance**

- 1) any of the **Buildings** or other Structures described in the Schedule is lost, damaged or destroyed by any of the Insured Perils
- 2) any underground water or sewage pipes (other than septic tanks and pits) or cables providing services to or from the **home** and for which you are responsible sustain Accidental Damage
- 3) any fixed glass or sanitary fixtures in the **home** suffer Accidental Breakage
- 4) the **house** is rendered uninhabitable by an Insured Peril, in which event **we** will pay up to 10% (ten percent) of the Sum Insured by each Item of this Section in respect of
  - i) the reasonable additional expense actually incurred by **you** for temporary alternative accommodation
  - ii) the rent **you** would have received but have lost during the period necessary to restore the **house** to habitable condition

PROVIDED THAT the maximum amount payable by us in respect of all loss, damage or destruction occurring during any one Period of Insurance, inclusive of additional expense incurred and rent lost in consequence thereof, shall not exceed so far as each Item is concerned the Sum Insured thereon or in respect of all Items the Total Sum Insured.

## EXCEPTIONS APPLICABLE TO THIS SECTION

In addition to the General Exceptions, the following Exceptions apply to this Section:

**We** shall not be liable under this Section in respect of

- 1) the first amount of each and every loss as stated in the Deductible clause.
- 2) loss, damage or destruction of or to
  - a) any building in course of construction, reconstruction or repair (unless all externally-communicating doors, windows and other openings thereto are complete)
  - b) garages and outbuildings not constructed entirely of brick, concrete, stone or metal on metal or wood frame  
caused by or resulting from Insured Perils 10 and 11.
- 3) loss, damage or destruction caused by or resulting from subsidence or landslip.

Claims Conditions 1) – 12) apply to this Section

## SECTION 2: INSURANCE OF CONTENTS

### DEFINITIONS

For the purposes of this Section:

**'Contents'** shall mean 'household goods, personal effects and fixtures and fittings which belong to any member of **your household** or for which any member of **your household** is legally responsible, including personal effects of non-paying guests temporarily staying at your **house**'.

**'Valuables'** shall mean 'jewellery and other articles of gold, silver or other precious metal, clocks, watches, cameras, cam-corders and other photographic equipment, electronic equipment (other than domestic appliances), furs, pictures and other works of art, curios, licensed fire arms, collections of stamps, coins or other valuable objects'.

**'Money'** shall mean 'current legal tender and uncrossed cheques'.

**'Full Replacement Cost'** shall mean 'the full cost of replacing all the Contents insured by this Section with new articles of similar size, style and specification'.

### THE INSURANCE PROVIDED BY THIS SECTION

**We** will by payment of the new replacement cost (or at our option by repair, reinstatement or replacement) indemnify **you** if during the **Period of Insurance**

- 1) any of the **Contents** are lost, damaged or destroyed by any of the Insured Perils whilst in the **house** or in any garage or outbuilding constructed entirely of brick, concrete, stone or metal on metal or wood frame
- 2) any mirrors (other than hand mirrors), plate glass tops to furniture or fixed glass in furniture suffer Accidental Breakage whilst within the **home**
- 3) the **house** is rendered uninhabitable by an Insured Peril, in which event **we** will pay up to 10% (ten percent) of the Sum Insured by this Section in respect of the reasonable additional expense actually incurred by **you** for temporary alternative accommodation during the period necessary to restore the **house** to habitable condition

PROVIDED THAT the maximum amount payable by **us**

- a) in respect of **money** shall not exceed the Limit stated in the Schedule.
- b) in respect of unspecified valuables shall not exceed so far as any one article is concerned 5% (five percent) of the Total Sum Insured by this Section, exclusive of Specified Articles or in respect of all valuables 33<sup>1</sup>/<sub>3</sub>% (thirty-three and one-third percent) of the Total Sum Insured by this Section,

exclusive of Specified Articles. For the purposes of this Provision a collection of stamps, coins or other valuable objects shall be deemed to be one article.

- c) in respect of all loss, damage or destruction occurring during any one Period of Insurance, inclusive of additional expense incurred in consequence thereof, shall not exceed so far as each Item is concerned the Sum Insured thereon or in respect of all Items the Total Sum Insured.

#### EXCEPTIONS APPLICABLE TO THIS SECTION

In addition to the General Exceptions the following Exceptions apply to this Section:

**We** shall not be liable under this Section in respect of

- 1) the first amount of each and every loss as stated in the Deductible clause.
- 2) loss, damage or destruction of or to **contents** in any building in course of construction or reconstruction (unless all externally-communicating doors, windows and other openings thereto are complete) caused by or resulting from Insured Perils 10 and 11.
- 3) loss, damage or destruction of or to **contents** in any garage or outbuilding (unless all externally-communicating doors, windows and other openings thereto are complete and securely locked) caused by or resulting from Insured Peril 7.
- 4) motor vehicles (other than gardening machinery and pedestrian controlled vehicles), caravans, trailers, aircraft, boats or any other form of waterborne craft, or parts or accessories on or in any of them, pets or livestock of any description or any property which is more specifically insured by this or any other policy.

#### EXTENSIONS APPLICABLE TO THIS SECTION

Under this Section **we** will also indemnify **you** in respect of

- 1) **Theft**, or attempt thereat, from the **home** not accompanied by actual forcible and violent entry into or out of the **home**

PROVIDED THAT this Extension shall not apply to

- a) the first J\$20,000 (Jamaican Dollars Twenty Thousand) of each and every loss or the equivalent in United States Dollars on the date of the loss if the claim is to be paid in United States Dollars.
- b) theft by any member of **your household**.
- c) theft whilst the **home** or any part of it is lent, let or sub-let.
- d) theft from the open or from any unlocked garage or outbuilding.
- e) theft of domestic employees' property other than from the **house**.
- f) loss by deception unless such deception is used to gain entry into the **home**

AND PROVIDED FURTHER THAT if the **home** is left without an inhabitant, coverage under this Extension is suspended from the beginning of the 41<sup>st</sup> (forty-first) day of such unoccupancy.

- 2) **Contents whilst temporarily removed from the home** if they are lost, damaged or destroyed by any of the Insured Perils

PROVIDED THAT

- a) our liability under this Extension shall not exceed 20% (twenty percent) of the Sum Insured by this Section.
- b) this Extension shall not apply to
  - i) any loss, damage or destruction happening outside Jamaica.
  - ii) contents removed for sale or exhibition or removed to any furniture depository or other storage facility.
  - iii) loss, damage or destruction arising directly or indirectly from the perils of Storm, Tempest or Hurricane unless such **contents** are contained in a properly constructed and secured building.
  - iv) loss by theft unless accompanied by actual forcible and violent entry into or exit from the building to which such **contents** have been removed.

- 3) **Freezer and/or Refrigerator Contents** in the **home** which have been spoilt as a result of a change in temperature caused by mechanical or electrical fault in or external damage to the Freezer or Refrigerator

PROVIDED THAT

- a) our liability under this Extension shall not exceed the Limit stated in the Schedule.
- b) this Extension shall not apply in respect of
  - i) any freezer or refrigerator which is more than 10 (ten) years old.
  - ii) any failure of the public electricity supply not lasting more than 48 (forty-eight) hours.
- c) the deliberate act of or the withholding or restriction of electrical power by any power supply authority.

ADDITIONAL COVERAGE

**Compensation for Death of the Policyholder or the Policyholder's spouse or domestic partner**

If the **Policyholder** or the **Policyholder's** spouse or domestic partner, whilst within the **home**, shall suffer bodily injury caused by violent external and visible means

- a) sustained as a result of fire, or
- b) caused by thieves

which injury shall within three calendar months result in the death of the **Policyholder** or the **Policyholder's** spouse or domestic partner, as the case may be, **we** will pay to the **Policyholder's** legal personal representative compensation of J\$100,000 (Jamaican Dollars One Hundred Thousand) or the equivalent in United States Dollars on the date the bodily injury is suffered if the claim is to be paid in United States Dollars

PROVIDED THAT this Additional Coverage shall not apply if the **Policyholder** is a company or a business partnership or if this Policy is issued in joint names other than those of the first-named **Policyholder** and his/her spouse or domestic partner.

Claims Conditions 1) – 12) apply to this Section

**SECTION 3: ALL RISKS INSURANCE IN RESPECT OF PERSONAL POSSESSIONS**

THE INSURANCE PROVIDED BY THIS SECTION

**We** will by payment (or at our option by repair, reinstatement or replacement) indemnify **you** if during the **Period of Insurance** any articles belonging to any member of **your household** and which are described in the Specification (which forms part of the Schedule) are accidentally lost or damaged within the Territorial Limits stated in the Schedule

PROVIDED THAT the maximum amount payable by **us** in respect of

- a) any one Item shall not exceed the Sum Insured shown against such Item in the Specification.
- b) any article which forms part of a pair or set shall not exceed its proportional part of the intrinsic value of the pair or set.

EXCEPTIONS APPLICABLE TO THIS SECTION

In addition to the General Exceptions the following Exceptions apply to this Section:

**We** shall not be liable under this Section in respect of

- 1) loss of or damage to any article whilst it is being shipped as sea- or air-cargo or by mail.
- 2) loss or damage caused by or resulting from
  - a) wear and tear, depreciation, insects, vermin, atmospheric or climatic conditions or other gradually operating cause.
  - b) any process of cleaning, dyeing, repair, alteration or restoration.
  - c) mechanical or electrical breakdown unless resulting from physical damage which is covered by this Section.

- d) loss by deception unless the deception is used to gain entry into or exit from the **house**.
- e) mysterious disappearance.

## SECTION 4: INSURANCE OF LIABILITIES

### THE INSURANCE PROVIDED BY THIS SECTION

**We** will, subject to the Limits of Indemnity stated in the Schedule, indemnify **you** for damages and compensation which **you** become legally liable to pay in respect of

- 1) accidental bodily injury
- 2) accidental damage to tangible property

happening during the **Period of Insurance**, in accordance with the Coverages described below

PROVIDED THAT **we** shall not be liable in respect of

- a) bodily injury or damage arising out of or incidental to
  - i) any wilful or malicious act by any member of **your household** or any person in your service.
  - ii) ownership, possession or use of mechanically propelled vehicles (other than gardening machinery and pedestrian controlled vehicles) caravans, trailers, aircraft, boats or any other form of waterborne craft, lifts or elevators.
  - iii) the profession or business of any member of your household, except as provided for by Coverage 4.
- b) bodily injury to any member of **your household**, or to any person who at the time of sustaining such injury is engaged in and upon your business, except as specifically provided for by Coverage 4.
- c) damage to property belonging to any member of **your household** or any person in your service, except as specifically provided for by Coverage 4.
- d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- e) compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Jamaica.
- f) aggravated, exemplary or punitive damages.

In addition, in respect of any claim to which the indemnity expressed in this Section applies, **we** will pay

- i) all costs and expenses recovered by any claimant from **you**
- ii) all costs and expenses incurred with our written consent

PROVIDED THAT **we** shall not be liable in respect of costs and expenses of litigation recovered by any claimant from **you** which are not incurred in and recoverable in Jamaica.

In the event of the death of the **Policyholder** **we** will, in respect of liability incurred by the **Policyholder**, indemnify the **Policyholder's** legal personal representatives in the terms of and subject to the limitations of this Section

PROVIDED THAT such legal personal representatives shall as though they were the **Policyholder** observe, fulfil and be subject to the Terms of this Policy so far as they can apply.

### COVERAGE 1: PROPERTY OWNERS LIABILITY

If the buildings of the **home** are insured by Section 1 of this Policy, **we** will indemnify **you** in the terms of this Section in respect of your liability as the owner for accidents occurring in or about the **home** or the land belonging to it.

#### COVERAGE 2: OCCUPIERS LIABILITY

If the **home** is occupied by **you**, **we** will indemnify **you** in the terms of this Section in respect of your liability as a private householder for accidents occurring in or about the **home** or the land belonging to it PROVIDED THAT this Coverage shall be inoperative if the **home** is lent, let or sub-let.

#### COVERAGE 3: PERSONAL LIABILITY

If the **home** is occupied by **you**, **we** will indemnify **you** in the terms of this Section in respect of liability incurred by any member of **your household** in a personal capacity for accidents occurring within Jamaica

PROVIDED THAT this Coverage shall be inoperative

- a) if the **Policyholder** is a company or business partnership.
- b) if the **home** is lent, let or sub-let.

#### COVERAGE 4: LIABILITY TO DOMESTIC EMPLOYEES

If the **home** is occupied by **you**, **we** will indemnify **you** in the terms of this Section in respect of

- i) bodily injury to Domestic Employees
  - ii) damage to the tangible property of Domestic Employees
- as a result of accidents occurring in or about the **home** and arising out of and in the course of domestic work for which such employee is employed

PROVIDED THAT the expression Domestic Employee shall exclude any employee of a contractor to any member of **your household**.

### INSURED PERILS

- 1) Fire, Lightning or Thunderbolt.
- 2) Explosion.
- 3) Riot and Strike which for the purposes of this Policy shall mean:
  - a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not).
  - b) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
  - c) The action of any lawfully constituted authority in
    - (i) suppressing or attempting to suppress or in minimising the consequence of any disturbance mentioned in a) above.
    - (ii) preventing or attempting to prevent or in minimising the consequence of any act mentioned in b) above.
- 4) Malicious Damage which for the purposes of this Policy shall mean:  
Loss or damage to the Property Insured directly caused by the malicious act of any person other than a member of **your household** (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in General Exception 1 of this Policy.
- 5) Aircraft or other Aerial Device or any article dropped therefrom.
- 6) Bursting or Overflowing of any Water Tank, Pipe, Washing Machine, Dishwasher, Air Conditioner or other Apparatus
- 7) Theft accompanied by actual forcible and violent breaking into or out of the **home**, or any attempt thereat, committed by any person other than a member of **your household**



PROVIDED THAT if the **home** is left without an inhabitant, cover against Peril 6 and 7 is suspended from the beginning of the 41<sup>st</sup> (forty-first) day of such unoccupancy.

- 8) Impact with the **home** by any road vehicle or animal.
- 9) Earthquake or Volcanic Eruption.
- 10) Storm, Tempest or Hurricane.
- 11) Flood or Overflow of the sea.
- 12) Falling Trees or Branches not caused by felling or lopping.
- 13) Collapse of external aerials or antennae not happening during the erection or dismantling of such aerials or antennae.

## GENERAL EXCEPTIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

**We** shall not be liable under any Section of this Policy in respect of:

- 1) any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of:
  - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
  - b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any organization with activity directed towards the overthrow by force of the government *de jure* or *de facto* or to the influencing of it by terrorism or violence, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
  - c) confiscation, commandeering, requisition or destruction of or damage to the Property Insured by order of the Government *de jure* or *de facto* or any public, municipal or local authority except in the specific circumstances as provided for in Insured Perils 3) and 4);
  - d) Loss of, alteration of, or damage to, or a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, are excluded hereon unless arising out of one or more of the Insured Perils;
  - e) Any act of terrorism or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of 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 facto* of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes 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 organisation(s) or government(s) *de jure* or *de facto*, and which:
    - (i) involves violence against one or more persons; or
    - (ii) involves damage to property; or
    - (iii) endangers life other than that of the person committing the action; or
    - (iv) creates a risk to health or safety of the public or a section of the public; or
    - (v) is designed to interfere with or to disrupt an electronic system.
  - f) Fungi or Spores or the cost or expense for testing, monitoring, evaluating or assessing of Fungi or Spores. For the purpose of this Exclusion the following definitions apply
    - 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 including resultant mycotoxins, allergens, or pathogens;

- 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;
- g) seepage, pollution or contamination

In any action, suit or other proceeding where **we** allege that by reason of the provisions of this General Exception any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered shall be upon **you**.

- 2) any accident, loss, damage, expense, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed to by:
  - a) nuclear weapons material
  - b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purposes of this Exception, combustion shall include any self-sustaining process of nuclear fission.
  - c) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
- 3) consequential loss or damage of any kind except as provided in Sections 1 and 2.

### **GENERAL CONDITIONS WHICH APPLY TO ALL SECTIONS OF THIS POLICY**

- 1) **You** must exercise all reasonable precautions to maintain the Property Insured in a proper state of repair and to prevent loss, damage and accidents. Upon the discovery of any defect in the Buildings **you** shall cause such defect to be made good as soon as possible and shall in the meantime take such additional precautions for the prevention of loss, damage or injury as the circumstances may require.  
**We** shall not be liable for any loss, damage or injury caused by a defect which **you** have failed to remedy after **you** have received notice of such defect either from **us** or any person or public body.
- 2) **You** may not transfer your interest in this Policy without obtaining our written approval. **We** shall not be bound by any passing of your interest other than by death or operation of law unless and until **we** have issued an Endorsement declaring the insurance to be continued.
- 3) **You** may cancel this Policy at any time by notifying **us** in writing. Provided that no claim has been made during the then current **Period of Insurance**, the Premium will be adjusted on the basis that **we** receive or retain the customary short-term premium or minimum premium. **We** may cancel this Policy by giving **you** 30 (thirty) days' notice in writing at your last known address in which event the Premium shall be adjusted on the basis that **we** receive or retain pro-rata premium.

### **CLAIMS CONDITIONS WHICH APPLY TO ALL SECTIONS OF THIS POLICY**

- 1) If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on your behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.
- 2) **We** may take legal action in your name (but at our expense and for our own benefit) to recover from others any amount which **we** become liable to pay **you**, or to others on your behalf, in respect of anything covered by this Policy.
- 3) If at the time of any occurrence which results in a claim under this Policy there is any other insurance covering the same loss, damage or destruction, **we** will pay only our rateable proportion of the claim.

### **ADDITIONAL CLAIMS CONDITIONS WHICH APPLY TO SECTIONS 1, 2 AND 3 OF THIS POLICY**

- 4) If any loss, damage or accident occurs which may give rise to a claim under this Policy, **you** must
  - a) take all reasonable precautions to minimise the loss and prevent further loss or damage

- b) as soon as possible after **you** become aware of the occurrence, tell **us** about it and, in any event within 30 (thirty) days of the happening of the loss, damage or accident, complete and send **us** the appropriate claim form.
- 5) If the loss or damage is the result of theft, is malicious damage or involves accidental loss outside the **home**, **you** must inform the Police immediately.
  - 6) **You** must provide **us**, at your own expense with all the details and evidence (whether documentary or otherwise) that we ask **you** for concerning the cause of and/or the amount of any loss or damage.
  - 7) On the happening of any loss or damage for which indemnity is provided under Section 1, 2 or 3 **we**, or our authorised representative, may enter any building where the loss or damage has happened and take or keep possession of the Property Insured and deal with the salvage in a reasonable manner. No property may be abandoned to **us** whether taken possession of by **us** or not.
  - 8) Unless otherwise expressly stated, no person other than the **Policyholder** shall have any rights against **us**. The extension of our liability in respect of the property of any person other than the **Policyholder** shall give no right of claim hereunder to such person: in all cases **you** shall claim for and on behalf of such person and your receipt shall in any case absolutely discharge our liability hereunder.
  - 9) If at the time of any loss, damage or destruction the Sum Insured by any Item of this Policy is less than 85% (eighty-five percent) of the **Full Replacement Value** of all the Property insured by such Item, **you** will be considered to be your own insurer for the difference and **you** shall bear a rateable proportion of the loss or damage.  
However, this Condition shall not apply to Section 3 of this Policy.
  - 10) If at the time of any loss, damage or destruction the Property Insured has not been maintained in good condition **we** will deduct from the cost of repair or replacement (or our rateable proportion thereof, if the claim is subject to adjustment in accordance with Claims Condition 9) above) an amount in respect of wear, tear and depreciation.  
However, this Condition shall not apply to Section 3 of this Policy.
  - 11) If any difference arises as to the amount of any loss or damage, such difference shall, independently of all other questions, be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company.
  - 12) If **we** reject any claim under this Policy, any action or suit must be commenced within 12 (twelve) months of the date of rejection or the benefit under this Policy in respect of that claim will be forfeited.

## ADDITIONAL CLAIMS CONDITIONS WHICH APPLY TO SECTION 4 OF THIS POLICY

- 13) If any accident occurs which may give rise to a claim under Section 4 of this Policy,
  - a) as soon as possible after **you** become aware of the occurrence, **you** must tell **us** about it and, in any event within 30 (thirty) days of becoming so aware, complete and send **us** the appropriate accident report form.
  - b) **you** must not incur any expense in making good any loss or damage without **our** written consent nor negotiate, pay, settle, admit, repudiate or in any way compromise any claim without the like consent.
- 14) If any claim in respect of which **you** may be entitled to indemnity under Section 4 is made against **you** or any other member of **your household** or if any writ, summons or other legal process relating to such claim is received, **you** must
  - a) immediately send such claim, writ, summons or other legal process to **us**
  - b) give all necessary information and assistance to enable **us** to settle or resist any claim or to institute proceedings.
- 15) In connection with any claim or series of claims made against **you** consequent on or attributable to one source or original cause **we** may at any time pay to **you** the Limit of Indemnity (after deduction of any sums already paid as damages) or any lesser 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.
- 16) If we have not exercised our rights under Claims Condition 15) our liability to pay costs and expenses (other than claimant's costs and expenses) in circumstances where the amount or amounts of damages and compensation awarded against you 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 compensation.

## THE DEDUCTIBLE APPLICABLE TO CLAIMS UNDER SECTIONS 1 AND 2 OF THIS POLICY

It is hereby declared and agreed that the Company shall not be liable for the first part (**the Deductible**, as stated below) of each and every 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.

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

### The Deductible:

1. In respect of each **incident** of loss and/or damage arising directly or indirectly from the Perils of:
  - (a) Hurricane, Cyclone, Tornado and Windstorm;
  - (b) Rain accompanying the Perils stated in 1(a) above;
  - (c) Earthquake and Volcanic Eruption;
  - (d) Fire and/or Flood (including Overflow of the Sea) caused by the Perils stated in 1(a), 1(b), or 1(c) above:

a sum equivalent to 2% (two percent) of the Sum Insured by each Item which shall apply separately to each Item as set out in the Schedule

PROVIDED THAT

- i) if any Building or series of Buildings, whether or not such Buildings are adjoining or communicating with each other, at any one **Location** are insured by more than one Item of this Policy, the Company shall not be liable to make any payment under this Policy in respect of Buildings unless the total amount of loss and/or damage sustained by such Buildings as a result of an **incident** described above exceeds 0.25% (one quarter of one percent) of the total of the Sums Insured in respect of all Items covering such Buildings.
  - ii) if the Contents of any building or series of buildings, whether or not such buildings are adjoining or communicating with each other, at any one **Location** are insured by more than one Item of this Policy, the Company shall not be liable to make any payment under this Policy in respect of Contents unless the total amount of loss and/or damage sustained by such Contents as a result of an **incident** described above exceeds 0.25% (one quarter of one percent) of the total of the Sums Insured in respect of all Items covering such Contents.
  - iii) if property other than Buildings and Contents (such property being hereinafter referred to as Other Property) at any one **Location** is insured by more than one Item of this Policy, the Company shall not be liable to make any payment under this Policy in respect of Other Property unless the total amount of loss and/or damage sustained by such Other Property as a result of an **incident** described above exceeds 0.25% (one quarter of one percent) of the total of the Sums Insured in respect of all Items covering such Other Property.
2. In respect of each and every incident loss, destruction or damage by any other Insured Peril (other than Fire or Lightning), the amount of J\$20,000 (Jamaican Dollars Twenty Thousand) or the equivalent in United States Dollars on the date of the loss if the claim is to be paid in United States Dollars. This shall apply to each Item for which purpose all insured Items set out in the Schedule at the same address will be regarded as one Item.