

Homecover Plus

Home Insurance Policy Conditions

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1 The policy

Do not wait until you have a claim to make sure you understand your Policy – please read it now and keep it in a safe place.

In particular, make sure that:

- all the details shown in the Schedule are correct (let us know immediately if any change is necessary),
- you understand the notes to guide you in making a claim at the back of the Policy.

If, having read this Policy, you feel it does not meet your needs, please return it to the address shown in the Schedule, for amendment.

KEEPING US INFORMED

We have issued this 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. Please, therefore, let us know immediately of changes which affect what you have told us; for example, if you move house or if anything happens to change the use, the occupancy, the nature, or the amount or value of the property insured.

CUSTOMER INFORMATION CLAUSE

We will treat information relating to the Insured as confidential, but (unless consent is prohibited by law) the Insured consents to the transfer and disclosure by us of any information relating to the Insured to and between the branches, subsidiaries, representatives offices, affiliates and agents of the Company and third parties selected by any of them, wherever situated, for confidential use (including in connection with the provision of any service and for data processing, statistical and risk analysis purposes). The Company and any branch, subsidiary, representative office, affiliate, agent or third party may transfer and disclose any such information as required by any law, court, regulator or legal process.

HOME INSURANCE

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

The Policy is evidence of the contract.

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

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

We will provide under those Sections which are shown in the Schedule the insurance described in the Policy during any Period of Insurance for which you have paid or have agreed to pay and we have accepted or have agreed to accept the premium.

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

2 Definitions

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

POLICYHOLDER/YOU:

The person(s) named as Policyholder in the Schedule.

INSURED:

You, your spouse, children, parents and other relatives who normally reside with you.

COMPANY/WE:

That specified as Company in the Schedule.

PROPOSAL:

The Application Form and/or other information provided by you or on your behalf.

POLICY SCHEDULE:

This is a separate document which shows the sections that are included in your policy and the particulars of your insurance.

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 part of any claim which you have to bear.

GEOGRAPHICAL AREA:

Curaçao, Aruba, Bonaire, St. Maarten, Saba and St. Eustatius.

HOUSE:

The private dwelling at the address shown in the Schedule.

HOME:

The house together with its garages and outbuildings all used for domestic 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 Local Authority and other statutory requirements, Fees and Associated costs.

FEES & ASSOCIATED COSTS:

Architects, Surveyors and Legal Fees necessarily incurred in repair or replacement 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

REMOVAL OF DEBRIS:

The cost of removing debris, demolition, shoring-up or propping necessarily incurred in repair or replacement.

FLOOD:

Inundation from the sea the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building, but not ingress of water through leaking or defective roofs doors windows or roof lights.

CURRENCY:

The currency given in this policy, the policy conditions or elsewhere refers to the legal tender of the country where the risk occurs. In the event that these terms and conditions refer to a different currency, the amount in question must be converted into the corresponding currency, in accordance with the then prevailing exchange rate.

3 Section I Insurance of the buildings

BY BUILDINGS WE MEAN:

- a) the Home and landlords fixtures and fittings,
- b) patios, terraces, footpaths, drives,
- c) walls, fences and gates,
- d) swimming pools and tennis courts, landscaping and plants.

EXCLUSIONS:

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

COVER:

The Buildings are insured against loss or damage by the following causes:

- 1 Fire, Lightning, Explosion.
- 2 Earthquake or Volcanic Eruption.
- 3 Storm or Flood (includes hurricane, cyclone and tornado).
- 4 Water escaping from fixed water, heating or cooling installations, washing machines or dishwashers. Including the costs of locating the source of the leak.
- 5 Riot, civil commotion, strike or labour disturbances.
- 6 Malicious persons or vandals.
- 7 Theft or attempted theft.
- 8 Falling trees or branches.
- 9 Falling external satellite television equipment, television or radio antennae, antennae fittings, masts, towers or solar heating panels.
- 10 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.
- 11 If your house is made uninhabitable by any cause insured by paragraphs 1-10 we will pay the:
 - rent you would have received but have lost including up to two year's ground rent,
 - reasonable additional costs of comparable accommodation incurred, during the period necessary to restore your house to habitable condition.
- 12 Accidental damage for which you are legally responsible to underground water pipes, electricity or telephone cables supplying your home.
- 13 Accidental breakage of glass or sanitary ware fixed to or forming part of your home.

EXCLUSIONS:

- 1 Loss or damage by singeing, scorching, melting or charring.
- 2 Deductible "B" shown in the Schedule.
- 3 Deductible "B" shown in the Schedule. Loss or damage to fences, gates and insect screens. Loss or damage to landscaping and plants.

- 4 Loss or damage occurring while your house has been left unoccupied for more than 30 days. Loss or damage to landscaping and plants.
- 5 No exclusion of application.
- 6 Loss or damage caused by any of the Insured or by tenants. Loss or damage occurring while your house has been left unoccupied for more than 30 days. Loss or damage to landscaping and plants.
- 7 Loss or damage caused by any of the Insured or by tenants. Loss or damage occurring while your house has been left unoccupied for more than 30 days. Loss or damage to landscaping and plants.
- 8 Loss or damage to fences or gates.
- 9 No exclusion of application.
- 10 Loss or damage caused by domestic pets.
- 11 Any amount exceeding 10% of the Sum Insured in Buildings.
- 12 Damage occurring while your house has been left unoccupied for more than 30 days.
- 13 No exclusion of application.

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 and the cost of complying with building regulations, Local Authority or other statutory requirements. However we will not pay for complying with the regulation if the notice was served upon you before the damage occurred or if it relates to undamaged parts of the Buildings.

If at the time of any loss or damage the Sum Insured on Buildings is less than the Full Rebuilding Cost then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the amount of such loss or damage.

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.

We will not pay for the cost of replacing or repairing any undamaged part of the building which forms part of a suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part.

The maximum amount payable in aggregate under Paragraphs 1-10 and 12-13 is the Sum Insured shown in the Schedule less any Deductible.

The maximum amount payable in respect of Fees and Associated Costs and Removal of Debris shall not exceed 12.5% of the total Sum Insured on Buildings shown in the schedule.

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 1-10 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 the purchaser or on his behalf.

IMPORTANT NOTE:

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.

4 Section II Insurance of the contents

BY CONTENTS WE MEAN household goods and personal effects which belong to or are the legal responsibility of the Insured or resident domestic servants.

EXCLUSIONS:

Mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles), caravans, trailers, aircraft, hovercraft or waterborne craft or accessories on or in any of them.

Pets and livestock.

Securities and documents of any kind.

Landlords fixtures and fittings.

Satellite television systems (including internal and external equipment), external television and radio antennae, fittings, masts, towers unless stated on the schedule as insured.

External solar heating panels.

Money and Credit Cards.

Property more specifically insured.

COVER: When in your Home the Contents are insured against

loss or damage by the following:

- 1 Fire, lightning, explosion.
- 2 Earthquake or Volcanic Eruption.
- 3 Storm or flood (including hurricane, cyclone and tornado).
- 4 Water escaping from fixed water, heating or cooling installations, washing machines or dish washers.
- 5 Riot, civil commotion, strike or labour disturbances.
- 6 Malicious persons or vandals.
- 7 Theft or attempted theft.
- 8 Falling trees or branches.
- 9 Falling external satellite, television equipment, television or radio antennae, antennae fittings, masts, towers or solar heating panels.
- 10 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.
- 11 Loss or damage to the buildings following theft or attempted theft subject to a maximum amount payable of Ang. 2,000.=

WHEN NOT IN YOUR HOME THE CONTENTS ARE INSURED AGAINST:

- 12 Loss or damage by any cause insured by paragraphs 1-10 occurring while temporarily removed within the Geographical Area in any building.

EXCLUSIONS:

- 1 Loss or damage caused by singeing, scorching, melting or charring.
- 2 Deductible "B" shown in the Schedule.

- 3 Deductible "B" shown in the Schedule.
- 4 Loss or damage occurring while your home is unoccupied for more than 30 days.
- 5 No exclusion of application.
- 6 Loss or damage caused by any of the Insured or by tenants. Loss or damage occurring while your home is unoccupied for more than 30 days.
- 7 Loss by deception unless entry only gained by deception. Loss or damage caused by any of the Insured or by tenants. Loss or damage while your house or any part of it is lent or let, except where there is forcible and violent entry or exit. Loss or damage whilst your house has been left unoccupied for more than 30 days.
- 8 No exclusion of application.
- 9 No exclusion of application.
- 10 Loss or damage caused by domestic pets.
- 11 No exclusion of application.
- 12 Any amount exceeding 15% of the Sum Insured on Contents:

Loss or damage:

- in any furniture depository,
- by theft except where there is forcible and violent entry into or exit from a building.

AUTOMATIC INCREASE IN SUM INSURED:

The Sum Insured by Section 11 will increase monthly from inception or renewal date by 1/12th of the annual percentage increase indicated in the Schedule, as selected by the Insured.

The terms of this clause in no way relieves the Insured of his responsibility of maintaining the Sum Insured at the full value required by the Policy.

CLAIMS SETTLEMENT:

We will pay the cost of replacement as new less any excess (or at our option we will replace as new) except for:

- i) household linen and clothing where a deduction for wear and tear will be made,
- ii) items that can be economically repaired (including household linen and clothing) where the cost of repair will be paid.

If at the time of any loss or damage the Sum Insured on Contents is less than the cost of replacing all the Contents as new (less an allowance for wear and tear on items of household linen and clothing) then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the amount of such loss or damage.

Bij household linen we mean towels, bed and table linen.

We will not pay for the cost of replacing or repairing any undamaged part of the contents which forms part of a suite or part of a common design or function when damage is restricted to a clearly definable area or to a specific part.

The maximum amount payable in aggregate stated in the Schedule is the Sum Insured.

MAINTANCE:

Your Policy does not cover you for the cost of gradual deterioration. It is a condition of the Policy that you keep your property in good order and take reasonable steps to avoid damage.

IMPORTANT NOTE:

Remember to keep the Sum Insured up to date when new articles are bought. Your cover is for replacement cost except for clothing and household linen. If the Sum Insured is less than full value an allowance for wear and tear will, if appropriate, be taken into account in all claims settlements.

5 Section III Liabilities

A) AS OWNER OR OCCUPIER OF THE "HOME". 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) incurred solely as occupier or owner of that part of the Home insured by 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 **Ang. 500,000.=**. We will also pay defence 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 TENANT OF YOUR "HOME". THE INSURED IS INDEMNIFIED AS TENANT (NOT AS OWNER OR LEASEHOLDER) AGAINST LIABILITY AT LAW IN RESPECT OF:

- i) damage to your Home caused by: storm or flood; water escaping from fixed water, heating or cooling installations, washing machines, dishwashers; theft or attempted theft; falling external satellite television equipment, television and radio antennae, antennae fittings, masts, towers or solar heating panels,
- ii) accidental damage to the cables or underground services supplying your home,
- iii) accidental breakage of glass or sanitary ware fixed to or forming part of your home.

c) AS EMPLOYER OF DEMESTIC 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. We will also pay defence costs and expenses incurred with our written consent.

a) EXCLUSIONS:

- 1 Damage to property belonging to or held in trust by or in the custody or control of the Insured.

- 2 Injury or damage arising out of the employment, profession or business of the Insured.
- 3 Injury or damage arising out of 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 waterborne craft.
- 4 Liability assumed by agreement unless the liability would have existed without the agreement.
- 5 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.
- 6 Injury (including death, disease or illness) to any of the insured.
- 7 Liability resulting directly or indirectly from the transmission of any communicable disease by any of the Insured.
- 8 Injury or damage arising from the ownership or use of any dock, pier, jetty or similar waterside structure.

b) EXCLUSIONS:

- 1 Deductible "A" shown in the Schedule.
- 2 Loss or damage occurring while your home has been left unoccupied for more than 30 days.
- 3 Loss or damage by storm or flood to fences and gates.
- 4 Theft or attempted theft by the Insured or any sub-tenant.
- 5 Any amounts exceeding Ang. 5,000.= or the Sum Insured on Contents Section II whichever is less.
- 6 Liability assumed by agreement unless the liability would have existed without the agreement.

c) EXCLUSIONS:

- 1 Injury arising out of the employment, profession or business of the Insured.
- 2 Liability assumed by agreement unless the liability would have existed without the agreement.
- 3 Injury to employees other than Domestic Staff.

JURISDICTION CLAUSE APPLYING TO SECTION III A, B, AND C

No compensation for damages will be payable unless judgements are delivered or obtained in the first instance by a court of competent jurisdiction within the Geographical Area.

No compensation for damages will be payable for judgement 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.

6 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 by giving us 2 months notice in writing. 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 2 months 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

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

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

2 War and 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 of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- 1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
- 2) any act of terrorism.

For the purpose of this exclusion 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 groups (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.

This exclusion 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 (1) and/or (2) above.

If the company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 Data Recognition Clause

All loss including consequential damage and liability for and costs to prevent damage of which it can be reasonably assumed that it is partially or entirely the result of or is related to the failure of electronic or computer hardware, software or one or more microchips or data to function or perform in accordance with their purpose as a result of not recognising, processing, handling or transmitting a date, time or period.

4 Sonic Bangs

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

5 Fraudulent Acts

If the claim presented is in any respect fraudulent, or if any false declarations have been made or used, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this policy;

or
If the loss or damage is occasioned by the willful act or with the connivance of the Insured.

6 E-Risk Exclusion-Material Damage

1. The word data shall mean information or concepts or representations of information or concepts in any form.
2. This policy does not cover Data.
3. This policy does not cover DAMAGE directly or indirectly caused by or contributed to by or arising from any of the following:
 - i) erasure, destruction, corruption, theft, misappropriation, misplacement or misinterpretation of Data
 - ii) error in creating, amending, entering, deleting or using Data
 - iii) inability to receive, transmit or use Data.

However, if any of the events or circumstances mentioned in i), ii) and iii) above results in further loss of or damage to the Property Insured that is directly caused by any of the following perils, namely:

fire, explosion, smoke, leakage from fire protective equipment, lightning, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcanic eruption, tsunamis, flood, impact by aircraft or other aerial devices or by any article dropped therefrom, impact by any road vehicle or animal, bursting or overflowing of water tanks, pipes or apparatus,

then this exclusion shall not apply to such further loss or damage, provided that the peril which is the direct cause thereof, is one of the risks against which the property is insured under this policy.

7 Conditions which apply in the event of a claim

Notification of a Claim

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

Riot - Notify us immediately.

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.

Any other claims - Tell us as soon as possible.

- 2 You must provide us, at your expense, with all details and evidence that we ask for concerning the cause and any amount of damage or injury. In the event of claims for Accidental loss outside of the home, theft, malicious damage and vandalism, we shall require a police report itemising all items that have been stolen or damaged.
- 3 In all cases we require a fully completed claim form to be submitted **within 14 days** of the date of the incident giving rise to the claim.

Rights and Responsibilities

- 4 We may enter any building where loss or damage has occurred and deal with the salvage but no property may be abandoned to us.
- 5 The Insured must not admit, reject or negotiate on any claim without our written consent.
- 6 We may take over and conduct in the name of the Insured with complete and exclusive control, the defence or settlement of any claim.
- 7 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.
- 8 The Insured must give us all the help and information we may need to settle or defend any claim or to start legal proceedings.

Other Insurances

- 9 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.

Arbitration

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

8 Notes to guide you in making a claim

What you should do

Check that the Property and Cause are 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

- 1 Refer to the relevant section of the Policy, e.g., Buildings, Contents.
- 2 Establish the cause and consult the relevant paragraph of your Policy to ensure that this cause is covered.
- 3 Ensure the Claim is not excluded from the relevant paragraphs.
- 4 Check you have complied with all conditions relevant to your Claim.
- 5 Read the Claims settlement paragraph of the relevant section.

Immediate advice is essential if damage is serious or caused by riot

Otherwise, please send the Claim Advice Form to Guardian Group together with estimates for repairing the damage. Telephone our office if you are in any doubt about the extent of the damage, or if there is any other matter on which you need assistance.

If somebody is holding you responsible for damage to their property, or bodily injury to them, follow the procedure outlined on the previous page.

