

**Home Options**  
YOUR INSURANCE POLICY



## Home Options

### THE CONTRACT OF INSURANCE

Dear Policyholder,

The Policy is a contract between British Caymanian Insurance Company Limited and You, Our Policyholder. The British Caymanian Home Options Insurance Proposal Form, incorporating the declaration, which You have signed, is the basis of the contract.

The Policy incorporates the Schedule and Endorsements which shall be read together as one contract. Words and expressions to which specific meaning is given in any part of this Policy shall have the same meaning wherever they appear.

We will insure You, subject to the Policy terms, conditions and exclusions against loss, destruction, Damage, or legal liability which may occur during any Period of Insurance for which We have accepted Your Premium, provided that the liability of British Caymanian Insurance Company Limited shall in no case exceed the limit of indemnity or the Sum Insured in respect of each item expressed in the Policy Schedule.

### TERRITORIAL LIMITS

Refer to the Policy Schedule.

On behalf of British Caymanian Insurance Company Limited, We welcome You as a Policyholder.

**Naz Farrow**  
Chief Executive Officer  
Coralisle Group Ltd.

# Home Options

## YOUR INSURANCE POLICY

### DEFINITIONS

Any word listed under DEFINITIONS will carry the same meaning wherever it appears in the Policy.

### DAMAGE

Sudden and accidental direct physical loss or damage or destruction of the property insured.

### DEDUCTIBLE

The amount a claim must exceed before the Insurer pays a claim, and which is paid by the Insured. If claims are made under two or more covers for Damage caused by the same insured peril, caused at the same time, only the highest Deductible will be applied to the total amount of the agreed claim.

### HOME

The private house or self-contained apartment at the address shown in the Schedule.

### MONEY

Cash, bank notes, cheque books, negotiable instruments, postage stamps, travellers cheques, travel tickets and gift tokens used or held solely for private, social or domestic purposes.

### PERIOD OF INSURANCE

The period of time stated in the Schedule and any subsequent period for which We may accept a Premium from You for the renewal of this Policy.

### PERSONAL EFFECTS

Articles normally worn, used or carried about the person in everyday life.

### POLICY

The contract between You and Us, which incorporates the terms and conditions herein, the Schedule and endorsements if any. The basis of this contract is the proposal form signed by You.

### POLICYHOLDER/YOU/YOUR/INSURED PERSON

Those named in the Schedule as the Insured.

### PREMIUM

The amount stated in the Schedule, or such other amount as We may accept from You for the renewal of this Policy.

### REINSTATEMENT VALUE

The cost to demolish, remove debris, rebuild or replace insured property to its condition immediately before Damage occurred in compliance with local planning and building codes, including the costs of architects, engineers, and other professionals that may be required to complete the work.

### SCHEDULE

The document that forms part of this Policy, and details the Period of Insurance, Sum Insured, Premiums and Deductibles for coverage provided under this Policy.

### EXCLUSIONS

We will not pay for:

Damage caused deliberately by You or any member of Your Household

Securities, certificates, and documents of any kind.

Tools or instruments used or held for business or professional purposes.

# Home Options

## YOUR INSURANCE POLICY

### DEFINITIONS

#### SUMS INSURED

The amount stated on the Schedule indicating the maximum liability of the Company.

#### TERRITORIAL LIMITS

The geographic region shown in the Schedule.

#### UNOCCUPIED

Not lived in by You or any member of Your Household or by any other person with Your permission.

#### VALUABLES

Articles made of precious metal, jewelry, watches, furs, paintings, works of art, collections of coins, medals or stamps.

#### WE/US/OUR/INSURER

British Caymanian Insurance Company Limited.

#### YOUR HOUSEHOLD

Other persons permanently resident with the Insured.

Resident domestic servants employed by You.

### EXCLUSIONS

## DEFINITIONS

### BUILDINGS

The Home and domestic outbuildings, garages and garden walls.

Exterior blinds and awnings.

Fencing (if shown in the Schedule as being insured).

Fixed swimming pools, saunas and hot tubs, including equipment necessary for their operation. (If shown on the Schedule as being insured).

Tennis courts.

Sea walls, canal walls, docks and piers (if shown on the Schedule as being insured).

Paths, patios, driveways and terraces.

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

Solar panels including the equipment necessary for their operation. (If shown on the Schedule as being insured).

Fixtures and fittings including:

- a. built-in furniture, fixed glass, solar panels, ceramic hobs, sinks, shower bases, pedestals, washbasins, baths, toilets and other sanitary ware.
- b. fixed wall, floor or ceiling coverings, other than carpets.
- c. fixed apparatus attached to the gas, electric, plumbing, drainage or sewage system.
- d. non-portable apparatus or appliances connected to the electrical system otherwise than by means of a flexible cord to a power point.

### UNDERINSURANCE

If the Sum Insured on Buildings at the time of Damage is less than the total Reinstatement Value of the Buildings covered by this Policy, the Insured shall be considered as being self-insured for the difference between the Sum Insured and the Reinstatement Value. All claims settlements will be paid by the Insurer in the same proportion as the Sum Insured bears to the Reinstatement Value but in no case more than the Sum Insured.

# Home Options

## COVER ONE: BUILDINGS

## YOUR INSURANCE POLICY

### PERILS COVERED

The Buildings are insured against Damage by the following causes:

- A. Fire, explosion, lightning.
- B. Earthquake, volcanic eruption and tsunami.
- C. Smoke.
- D. Escape of water or oil from any fixed water or heating installation or domestic appliance due to bursting or overflowing.
- E. Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, or animals.
- F. Falling trees or branches.
- G. Riot, civil commotion, strike, labour or political disturbance.
- H. Malicious persons or vandals.
- I. Hurricane, tropical storm, tornado or windstorm, including rain accompanying these perils, storm surge, inundation by the sea or flood occasioned thereby.
- J. Flood or non-named storm and flooding arising therefrom, but excluding Damage occasioned by Perils B and I above.
- K. Theft or attempted theft.

### EXCLUSIONS

We will not pay for:

- B. The Deductible shown in the Schedule.
- C. Damage caused by agricultural or industrial operations or any gradual process.
- D. Damage to the component or appliance from which the water or oil escapes.  
Damage occurring after Your Home has been Unoccupied for 30 consecutive days.
- E. Damage caused by vermin, insects, birds or domestic pets.
- F. Damage to hedges.  
Damage during felling or lopping operations.  
Cost of removing fallen trees unless they have resulted in a valid claim under the Policy.
- H. Damage caused by anyone lawfully on the premises.  
Damage occurring after Your Home has been Unoccupied for 30 consecutive days.
- I. The Deductible shown in the Schedule.  
Damage to hedges.  
Damage in respect of overhead transmission and distribution lines and their supporting structures other than those on or within 150 metres (or 500 feet) of the insured Home.  
Damage caused by rain unless the Buildings have sustained actual insured Damage.
- J. Damage to hedges.  
Damage in respect of overhead transmission and distribution lines and their supporting structures other than those on or within 150 metres (or 500 feet) of the insured Home.  
Damage caused by rain unless the Buildings have sustained actual insured Damage.
- K. Damage caused by You or any member of Your Household.  
Damage occurring after Your Home has been Unoccupied for 30 consecutive days.

# Home Options

## YOUR INSURANCE POLICY

### COVER ONE: BUILDINGS

#### ADDITIONAL COVER

##### INSURANCE FOR UNDERGROUND SERVICES.

We will pay the cost of replacing or repairing underground services (including cesspits), pipes and cable supplies to the Building for which You or Your Household are legally responsible following accidental Damage but excluding Damage caused by contractors, lack of maintenance or normal blockages caused by You.

##### RENT AND ALTERNATIVE ACCOMMODATION COSTS.

If Your Home becomes uninhabitable as a result of Damage insured by this Policy, We will pay for:

- a. the reasonable costs of similar alternative accommodation reasonably and necessarily incurred for You, Your Household and domestic pets until Your Home is fit to live in; or
- b. loss of rent due to You under the terms of a lease, rental or tenancy agreement

for a maximum period of 12 months and subject to the limits shown under Amount Payable under Claims Settlement for Cover One.

##### INSURANCE WHEN YOUR HOME IS BEING SOLD.

If You contract to sell the Buildings, the purchaser who completes the sale shall have the benefit of the insurance provided by this cover up to the date of completion, provided the Buildings are not otherwise insured.

##### PROFESSIONAL FEES AND OTHER COSTS.

We will pay architects fees, surveyors fees, legal fees and any other fees necessary to rebuild, replace or repair Your Home after Damage insured by this Policy. This professional fees insurance does not apply to fees incurred in Your preparation of a claim.

##### CLEARANCE COSTS.

We will pay the cost of removing debris, dismantling, demolishing, shoring-up or propping-up Your Home after Damage which is insured by this Policy. You must obtain Our consent before any work of this kind commences.

##### DOOR LOCKS.

Replacement and installation of locks including keys to any external doors for which the keys have been stolen.

##### STATUTORY COSTS.

We will also pay the cost of complying with building and Government regulations after Damage which is insured by this Policy. This statutory costs insurance does not apply to:

- a. costs of complying with Government requirements if notice of these requirements has been served to You before the Damage.
- b. costs which relate to undamaged parts of Your Home

##### GLASS AND SANITARY WARE.

Accidental breakage of:

- a. glass forming parts of walls, doors and roofs, including double glazed windows and solar panels;
- b. sinks, wash basins, shower bases, pedestals, baths, toilets and other sanitary ware in the Buildings.



# Home Options

## YOUR INSURANCE POLICY

### COVER ONE: BUILDINGS

#### CLAIMS SETTLEMENT FOR COVER ONE

- a. If the parts of the Buildings that sustain Damage by any of the causes insured are repaired or replaced, We will pay You the cost of repair or replacement without any reduction for wear and tear or betterment if at the time of the loss:
  - i. The Buildings were in a good state of repair immediately prior to Damage occurring.
  - ii. The Buildings Sum Insured shown in the Schedule is not less than the Reinstatement Value of the Buildings immediately prior to Damage occurring.
- b. If the parts of the Buildings that sustain Damage by any of the causes insured are not repaired or replaced, or the Buildings are not in good repair, We will pay You at Our option:
  - i. The necessary cost of reinstating the parts of the Buildings that have sustained Damage less an allowance for any wear and tear or betterment; or
  - ii. The difference between the value of the Buildings prior to the Damage occurring and the value of the Buildings following the Damage.
- c. If the Buildings Sum Insured shown in the Schedule was, immediately prior to Damage occurring less than the Reinstatement Value, Underinsurance will apply.
- d. Pairs or Sets Clause  
Where any insured item consists of articles in a pair or set, We will not pay for the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when Damage occurs within a clearly identifiable area or to a specific part and replacement cannot be matched.

#### AMOUNT PAYABLE

The maximum amount payable in respect of any one claim is:

- |  |  |
|--|--|
| a. for Buildings   | the Sum Insured after the application of any Underinsurance and less any Deductible.   |
| b. for rent receivable under the terms of a lease, rental or tenancy agreement or any reasonable and necessary cost of alternative accommodation | up to 15% of the Sum Insured on Buildings, subject to a maximum of CI\$50,000, in addition to the amount paid in respect of Damage to the Buildings. |
| c. for professional fees   | 10% of the Sum Insured on Buildings, up to a maximum of CI\$100,000.   |
| d. for clearance costs   | 10% of the Sum Insured on Buildings, up to a maximum of CI\$50,000.  |
| e. for door locks  | CI\$750.   |
| f. for statutory costs   | up to a maximum of CI\$10,000.   |

If a claim is made under this section in respect of Damage to the Buildings, the Sum Insured will be reduced by the amount it is estimated that it will cost to repair the Building. Once the Buildings have been repaired to the condition they were prior to the Damage, the Sum Insured will be reinstated to its original amount.

#### CATASTROPHE PERILS DEDUCTIBLE CLAUSE

If Damage is caused by any of the incidents specified by Peril B or I, the Insured will be responsible for the amount stated in the Schedule in respect of each and every claim after the application of all other terms and conditions of this Policy including any Underinsurance.

It is further noted that this clause shall apply separately to each incident giving rise to Damage and an incident will be deemed to have a maximum of 72 consecutive hours duration and thereafter the clause shall apply afresh.

### DEFINITIONS

CONTENTS shall mean

Household goods, furniture and furnishings of every description

Fixtures and fittings You are responsible for as occupier of the Home

Gardening equipment

Satellite dishes and antenna

Valuables

Clothing

Personal Effects

Money

that are in the Home or its domestic outbuildings or garages and are owned by the Insured or a person permanently resident with the Insured.

### UNDERINSURANCE

If the Sum Insured on Contents at the time of Damage is less than the total replacement cost of the Contents covered by this Policy, the Insured shall be considered as being self-insured for the difference between the Sum Insured and the replacement cost. All claims settlements will be paid by the Insurer in the same proportion as the Sum Insured bears to the replacement cost but in no case more than the Sum Insured.

### EXCLUSIONS

We will not pay for:

Boats, waterborne craft, motor vehicles, trailers, model aircraft, pedal cycles and their respective accessories.

Living creatures.

Property used or held for business or professional purposes.

Property more specifically insured by this or another Policy.

Securities, certificates and documents of any kind.

Clothing, Personal Effects, Valuables or Money, belonging to guests or visitors.

Money and Valuables left in domestic outbuildings and garages.

# Home Options

## COVER TWO: CONTENTS

## YOUR INSURANCE POLICY

### PERILS COVERED

The Contents are insured against Damage by the following causes while they are in Your Home or its domestic outbuildings, or garages.

- A. Fire, explosion, lightning.
- B. Earthquake, volcanic eruption and tsunami.
- C. Smoke.
- D. Escape of water or oil from any fixed water or heating installation or domestic appliance due to bursting or overflowing.
- E. Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, or animals.
- F. Falling trees or branches.
- G. Riot, civil commotion, strike, labour or political disturbance.
- H. Malicious persons or vandals.
- I. Hurricane, tropical storm, tornado or windstorm, including rain accompanying these perils, sea surge, inundation by the sea and flood occasioned thereby.
- J. Flood or non-named storm and flooding arising therefrom, but excluding Damage occasioned by Perils B and I above.
- K. Theft or attempted theft.

### EXCLUSIONS

We will not pay for:

Any article used solely for business or professional purposes.

- B. The Deductible shown in the Schedule.
- C. Damage caused by agricultural or industrial operations or any gradual process.
- D. Damage to the component or appliance from which the water or oil escapes.  
Damage occurring after Your Home has been Unoccupied for 30 consecutive days.
- E. Damage caused by vermin, insects, birds or domestic pets.
- F. Damage during felling or lopping operations
- H. Damage caused by anyone lawfully on the premises.  
Damage occurring after Your Home has been Unoccupied for 30 consecutive days.
- I. The Deductible shown in the Schedule.  
Damage caused by rain unless the Buildings have sustained actual insured Damage.
- J. Damage occurring after Your Home has been Unoccupied for 30 consecutive days.
- K. Loss by deception or fraud, unless it is only entry into Your Home that is gained by deception.  
Damage caused by You or any member of Your Household.  
Damage while Your Home or any part of it is lent, let or sub-let unless force is used to gain entry into or exit from Your Home or its outbuildings or garages.  
Loss of Money from Your Home unless force is used to gain entry into or exit from Your Home.  
Damage occurring after Your Home has been Unoccupied for 30 consecutive days.

# Home Options

## COVER TWO: CONTENTS

## YOUR INSURANCE POLICY

### ADDITIONAL COVER

#### HOME ENTERTAINMENT EQUIPMENT.

Accidental Damage to computers, monitors, laptops, audio, video and DVD equipment, theatre and cinema systems, electronic gaming systems, televisions and radios in Your Home. We will pay the cost of replacing information which You bought and stored on Your entertainment equipment, but limited to CI\$1,000 in any one Period of Insurance.

#### TEMPORARY REMOVAL.

Damage to Contents (excluding Money) caused by the perils covered under Cover Two, while temporarily removed from Your Home into:

- a. a bank safe deposit or occupied private dwelling where any members of Your Household are living within the Territorial Limits.
- b. elsewhere within the Territorial Limits.

#### GLASS AND SANITARY WARE.

Accidental breakage of mirrors and fixed glass in furniture. Where You, as a tenant, are responsible under the terms of Your lease, this section will also cover sinks, washbasins, shower bases, pedestals, baths, toilets and other sanitary ware in the Buildings.

#### CONTENTS TEMPORARILY REMOVED TO THE GARDEN.

Damage to the Contents by any perils insured under Cover Two occurring in the open within the boundaries of the land belonging to the Home.

#### FREEZER CONTENTS.

Damage to food in a domestic freezer or refrigerator caused by a rise or fall in temperature or contamination from refrigerant or refrigeration fumes. Cover applies to food belonging to You or for which You are legally responsible or belonging to any person permanently resident with You.

### EXCLUSIONS

We will not pay for:

Mechanical or electrical breakdown.

Damage caused by cleaning, assembling, repairing or dismantling of the apparatus.

Damage to records, discs, tapes cassettes, cartridges, needles or software.

Damage occurring after Your Home has been Unoccupied for 30 consecutive days.

Damage to computer equipment caused by a surge in electrical power, unless a compatible electrical surge protector was connected to the computer equipment.

Computer software retrieval costs.

Remaking a film, tape or disc.

Rewriting the information contained on Your entertainment equipment

Loss or distortion of information or data due to computer error or malfunction or computer virus.

Damage in a furniture depository.

Damage caused by malicious persons or vandals.

Damage caused by storm or flood to property not in a Building.

Damage by theft unless force is used to gain entry into or exit from a Building.

Damage caused by Perils B, I or J.

Damage due to the deliberate act of the power supply authority.

# Home Options

## COVER TWO: CONTENTS

## YOUR INSURANCE POLICY

### ADDITIONAL COVER

#### RENT AND ALTERNATIVE ACCOMMODATION COSTS.

While Your Home remains uninhabitable as a result of Damage which is insured by this Policy We will pay for:

- a. rent which continues to be payable by You as a tenant due to the terms of Your lease or tenancy agreement; or
- b. the reasonable and necessary cost of similar alternative accommodation for You, Your Household and domestic pets, which exceeds the rent You paid prior to the Damage occurring until Your Home is fit to live in.
- c. the reasonable and necessary cost of temporary storage of Your Contents.

All for a maximum period of 12 months and subject to the limits shown under Amount Payable under Claims Settlement for Cover Two.

#### DOOR LOCKS.

Replacement and installation of locks including keys to any external doors, for which the keys have been stolen.

#### FATAL ACCIDENT INSURANCE.

We will provide benefits if You or Your spouse suffers injury which proves fatal within 90 days, as a result of:

- a. an accident, assault or fire in Your Home.
- b. an accident while traveling as a fare-paying passenger on any mode of transport.
- c. an assault in the street.

### EXCLUSIONS

We will not pay for:

Your spouse, if she or he does not normally live at the same address as You.

Incidents happening outside of the Territorial Limits.

Benefits if the injured person is below 18 or over 70 years of age at the time of the incident.

## COVER TWO: CONTENTS

### CLAIMS SETTLEMENT FOR COVER TWO

- a. Provided that at the time of Damage the Sum Insured on Contents is at least equal to the cost of replacing all the Contents as new, We will, at Our option, for any item of Contents either:
  - i. pay the cost of repairing;
  - ii. pay the cost of replacing as new; or
  - iii. make a cash payment.
- b. For clothing and household linen We may make a deduction for wear, tear or betterment.
- c. If the Sum Insured at the time of Damage is not as described above, We may make a deduction for wear, tear or betterment on all items lost or having sustained Damage.
- d. Pairs or Sets Clause.

Where any insured item consists of articles in a pair or set, We will not pay for the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when Damage occurs within a clearly identifiable area or to a specific part and replacement cannot be matched.

### AMOUNT PAYABLE

The maximum amount payable in respect of any one claim is:

- a. for Contents the Sum Insured after the application of any Underinsurance and less any Deductible, but subject to the following limits unless otherwise specified in the Schedule:

Valuables in total	25% of the Contents Sum Insured subject to a maximum of CI\$15,000 each and every claim
Any one Valuable	5% of the Contents Sum Insured subject to a maximum of CI\$2,000 each and every claim
Money	CI\$1,000
Contents in the garden	CI\$2,500
Door locks	CI\$750
- b. for Specified Contents the Sum Insured after the application of any Underinsurance and less any Deductible
- c. for temporary removal 15% of the Sum Insured on Contents
- d. for freezer contents CI\$1,000 in any one Period of Insurance
- e. for rent and alternative accommodation 20% of the Sum Insured on Contents subject to a maximum of CI\$25,000, in addition to the amount paid in respect of Damage to the Contents
- f. for a fatal accident CI\$5,000 in any one Period of Insurance

If a claim is made under this section in respect of Damage to the Contents, the Sum Insured will be reduced by the amount it is estimated that it will cost to repair or replace the Contents. Once the Contents have been repaired or replaced to the condition they were prior to the Damage, the Sum Insured will be reinstated to its original amount.

### CATASTROPHE PERILS DEDUCTIBLE CLAUSE

If Damage is caused by any of the incidents specified by Peril B or 1, the Insured will be responsible for the amounts stated in the Schedule in respect of each and every claim after the application of all other terms and conditions of this Policy including any Underinsurance.

It is further noted that this clause shall apply separately to each incident giving rise to Damage and an incident will be deemed to have a maximum of 72 consecutive hours duration and thereafter the clause shall apply afresh.

### DEFINITIONS

**PERSONAL POSSESSIONS** shall mean

Personal Effects and clothing.

Unspecified and specified articles meaning but not limited to:

Jewelry, watches, items of precious metal, furs, portable electronic equipment, cameras and accessories, works of art, coins, medals or stamp collections.

Money, credit and ATM cards.

Sports equipment.

Pedal cycles.

These items are covered anywhere in the world unless stated otherwise in the Schedule subject to them being in the possession of the Insured.

# Home Options

## YOUR INSURANCE POLICY

### COVER THREE: PERSONAL POSSESSIONS

#### PERILS COVERED

Only applies for paragraphs A to D if a Sum Insured is shown in the Schedule in respect of that paragraph.

We will pay for:

Any accidental Damage in respect of:

- A. Unspecified articles, Personal Effects and clothing, Money, credit and ATM cards including loss from fraudulent use anywhere in the world by unauthorised persons of credit and ATM cards belonging to the Insured.
- B. Specified articles.
- C. Sports equipment and specialised sports clothing.
- D. Pedal cycles.

#### EXCLUSIONS

We will not pay for:

Losses listed under "General Exclusions to Cover Three".

Any item used solely for business or professional purposes.

- A. Unspecified article(s), item of Personal Effects or clothing exceeding CI\$2,000 in value.
  - Hearing aids, contact lenses, musical instruments, china, glass or porcelain items.
  - Pedal cycles.
  - Sports equipment and specialized sports clothing.
  - Loss of Money caused by errors or omissions in payments or receipts.
  - Loss of Money not reported to the Police.
  - Losses not reported to the Police and the card issuing organisation within 24 hours of discovery.
  - Losses arising out of the fraudulent use by any person related to You.
  - Losses arising out of breach of the terms and conditions of the card issuing organisation.
- C. Equipment for skiing, windsurfing and underwater sports whilst in use.
  - Damage to racquets, whilst in play.
  - Motor vehicles, trailers, boats, model aircraft and their respective accessories.
- D. Damage while taking part in professional or organised racing events.
  - Theft of the cycle when it is left unlocked away from or outside of the Home.



# Home Options

## COVER THREE: PERSONAL POSSESSIONS

### CLAIMS SETTLEMENT FOR COVER THREE

We will, at Our option, either:

- i. pay the cost of repairing;
- ii. pay the cost of replacing;
- iii. replace; or
- iv. make a cash payment

for Damage to any item less a deduction for wear, tear or betterment

e. Pairs or Sets Clause

Where any insured item consists of pieces in a pair or set, We will not pay for the cost of replacing any undamaged item or parts of items forming part of a set, suite or other piece of a uniform nature, colour or design when Damage occurs within a clearly identifiable area or to a specific piece and replacement cannot be matched.

### AMOUNT PAYABLE

The maximum amount payable in respect of any one claim is:

- a. for unspecified articles, Personal Effects and clothing, Money, credit and ATM cards, the total Sum Insured subject to the following limits:

Any one item	CI\$2,000
Money	CI\$1,000
Credit and ATM cards	CI\$1,000

- b. for specified articles the Sum Insured.
- c. for sports equipment the Sum Insured.
- d. for pedal cycles the Sum Insured.

### GENERAL EXCLUSIONS FOR COVER THREE

We will not pay for:

Damage due to wear and tear.

Damage caused by cleaning, repairing, restoring or renovating.

Damage caused by vermin, insects, birds or domestic pets.

Damage caused by mechanical or electrical breakdown.

Damage caused by nationalisation or confiscation by any authority.

Damage by deception or fraud unless it is only entry into Your Home that is gained by deception.

Property more specifically insured by any other Policy.

Property belonging to any visitors or guests whilst they are at Your Home.

Damage in respect of any items(s) left in an unlocked and/or unattended motor vehicle unless such items are contained in a securely locked trunk.

### YOUR LEGAL LIABILITY TO OTHERS

#### LIABILITIES COVERED

##### A. YOUR LIABILITY AS THE OWNER OF YOUR PRESENT HOME.

We will insure You, as owner, for all sums which You become legally liable to pay for accidents happening in and on the premises of Your Home which result in:

- a. accidental bodily injury, death or illness of any person.
- b. accidental loss of or Damage to property.

This cover is only available when Cover One: Buildings, and/or Cover Two: Contents of this Policy is insured.

##### B. YOUR LIABILITY AS THE OCCUPIER (NOT OWNER) OF THE PREMISES.

We will insure You, as occupier, for all sums which You become legally liable to pay for accidents happening in and on the premises of Your Home which result in:

- a. accidental bodily injury, death or illness of any person.
- b. accidental loss of or Damage to property.

This cover is only available when Cover Two: Contents of this Policy is insured.

##### C. YOUR LIABILITY IN A PERSONAL CAPACITY.

We will insure You for all sums which You become personally legally liable to pay for accidents occurring within the Territorial Limits not connected with the ownership or occupation of Your Home which result in:

- a. accidental bodily injury, death or illness of any person.
- b. accidental loss of or Damage to property.

We will also insure, in the same way as You are insured, each member of Your Household.

##### D. YOUR LIABILITY TO YOUR DOMESTIC EMPLOYEES.

We will insure You for all sums which You become legally liable to pay following accidental bodily injury, death or illness of any person in Your domestic employment which arises during working hours and within the Territorial Limits.

We will also insure, in the same way as You are insured, any member of Your Household who employs domestic help at Your Home.

Sections A, B, C and D are only operative if shown as such in the Schedule by the insertion of the relevant Limit of Indemnity.

# Home Options

## COVER FOUR: LIABILITY

### YOUR LEGAL LIABILITY TO OTHERS

#### LIABILITIES COVERED

##### E. YOUR LIABILITY AS A TENANT.

We will insure You for all sums which You become legally liable to pay as a tenant of Your Home, but not as owner, following:

- a. Damage caused by any of the perils insured under the Contents section of this Policy to:
  - i. the Buildings of Your Home
  - ii. internal decorations or landlord's fixtures and fittings of Your Home.
- b. accidental Damage to underground service pipes and cables supplying the Buildings.
- c. accidental Damage to fixed glass in walls, doors and roofs including double glazed units, solar panels, ceramic hobs, sinks, washbasins, shower bases, pedestals, baths, toilets and other sanitary ware in the Buildings.

This cover is only available when Cover Two: Contents of this Policy is insured by an individual person/entity only.

#### AMOUNT PAYABLE

The maximum amount payable under Sections A, B, C and D is as stated in the Schedule.

The maximum amount payable under Section E is 10% of the Sum Insured on the Contents insured under Cover Two at the time of the incident giving rise to a claim.

## YOUR INSURANCE POLICY

### EXCLUSIONS

We will not pay for:

- E. liability for any Damage which occurs while Your Home is left insufficiently furnished for full habitation. wear and tear or the cost of maintenance and normal redecoration.

# Home Options

## COVER FOUR: LIABILITY

## YOUR INSURANCE POLICY

### GENERAL EXCLUSIONS FOR COVER FOUR

The Liability cover provided by this section does not insure You for:

1. Damage to property which belongs to or is in the care of:
  - a. You.
  - b. a member of Your family living permanently with You.
  - c. any person employed by You or by any member of Your family.
2. Accidental bodily injury, death or illness of any member of Your Household.
3. Liability arising from the ownership or occupation of any land or buildings other than:
  - a. Your Home as described in the Policy Schedule.
  - b. any private residence temporarily occupied by, but not owned by, You or any member of Your family living permanently with You for residential purposes.
4. Liability arising from any activity involving remuneration that You or any member of Your Household is engaged in.
5. Liability arising from ownership, possession or use of:
  - a. animals. However, this exception does not apply to domestic dogs (unless there is reason to believe that the dog is dangerous) and cats, or to horses when not being used in a competitive capacity.
  - b. firearms.
  - c. motor vehicles other than motorised lawn mowers.
  - d. aircraft or watercraft.

## DEFINITIONS

The following definitions are specific to Cover Five.

### INSURED PERSON

Individuals specifically named in the Schedule as having coverage under Cover Five: Travel.

### RELATIVE

Husband, wife, mother, father, father in law, mother in law, brother, sister or child of an Insured Person.

# Home Options

## COVER FIVE: TRAVEL

## YOUR INSURANCE POLICY

### RISKS COVERED

#### A. BAGGAGE AND PERSONAL EFFECTS.

Damage to baggage and Personal Effects whilst the Insured Person is away from their usual residence.

#### B. MONEY AND TICKETS.

Damage to Money, travelers cheques or travel tickets.

#### C. MEDICAL EXPENSES.

In the event of an Insured Person suffering accidental bodily injury caused solely and directly by violent external and visible means, sickness or disease and as a direct result incurring any of the following expenses not insured by any other insurance Policy, We will pay for:

- a. medical and surgical fees, hospital or nursing home charges, or emergency dental treatment.
- b. additional hotel or other accommodation expenses.

#### D. TRIP CANCELLATION.

In the event of the holiday or journey to which this insurance relates being cancelled or postponed because of: death, bodily injury, sickness or disease of an Insured Person or persons with whom an Insured Person is traveling or Relative of an Insured Person, We will pay for the loss of deposits paid or for the liability to pay for unused accommodation or travel.

#### E. PERSONAL ACCIDENT.

We will pay the benefits stated in the event of an Insured Person suffering accidental bodily injury caused solely and directly by violent external and visible means which injury shall independently of any other cause be the sole and direct cause of death or total loss by physical severance of one or more limbs at or above the wrist or ankle or total irrecoverable loss of all sight in one or both eyes or permanent total disablement necessarily and continuously preventing an Insured Person from attending to business or occupation of any kind.

### EXCLUSIONS

In respect of risks A and B, We will not pay for:

Damage to manuscripts, securities or documents of any kind whatsoever.

Damage arising from delay, confiscation or detention by customs officials or other authorities.

Damage to articles of a brittle nature, musical instruments, television sets, personal stereos, MP3 players, compact disc players, computers, paintings and curios of every description.

Depreciation in value or shortage due to error or omission.

Any loss not reported to the police within 24 hours of the discovery of the loss.

In respect of risks C, D and E, We will not pay for:

Death, bodily injury, sickness or disease:

- i. directly or indirectly caused by or contributed by intentional self injury, suicide or caused while an Insured Person is in a state of insanity.
- ii. arising whilst driving or riding in any race or motor competition or practicing therefore, or motor cycling, mountaineering, engaging in winter sports or any hazardous adventure or in manual work in connection with any business or occupation.
- iii. whilst taking part in aviation other than as a ticket-holding passenger in an airplane operated by a regular airline or a multi-engined airplane by a recognised air-charter company.
- iv. due to, accelerated or prolonged by pregnancy or childbirth.
- v. from any pre-existing physical or medical condition.

All claims in respect to an Insured Person who is under age 16 years, or over age 70 years.

# Home Options

## YOUR INSURANCE POLICY

### COVER FIVE: TRAVEL

#### CLAIMS SETTLEMENT FOR COVER FIVE

We will at Our option pay cash, or repair or replace the property subject to the following limits:

- |  |                               |
|--|-------------------------------|
| A. Baggage and Personal Effects, in total                          | CI\$5,000                     |
| Any one article  | CI\$750                       |
| Limit for jewelry, furs, watches, cameras and accessories in total | CI\$750                       |
| B. Money and tickets   | CI\$1,000 in total per person |

We will pay the following benefits or reimburse You in respect of:

- |                      |  |
|----------------------|--|
| C. Medical expenses  | CI\$2,500 in total per person subject to there not being any employee medical insurance plan in place, in which case this would be called upon first before this Policy benefit. |
| D. Trip cancellation | CI\$5,000 in total per person.   |
| E. Personal accident | CI\$10,000 in total per person payable to the Insured Person(s) or to the executors or administrators in the event of death.   |

#### CLAIMS CONDITIONS FOR COVER FIVE

In respect of any claim:

- a. all certificates and information and evidence required by Us shall be supplied at the expense of the Insured Person.
- b. under Section C, D and E, the Insured Person shall, as often as required, submit to medical examination on behalf of Us and at Our expense. In the case of the death of an Insured Person, We shall be entitled to have a post mortem at Our own expense.

### CONDITIONS WHICH APPLY TO THE WHOLE POLICY

You and members of Your Household covered under this Policy must comply with its terms and conditions:

#### A. 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 an arbitrator to be appointed by the parties in accordance with current statutory provisions. The Insured and We agree that they will treat any arbitral award as binding.

#### B. CANCELLATION

You may cancel the Policy by giving Us written instructions and You will receive a refund of the Premium due for any unexpired Period of Insurance subject to Our standard scale of Premium refunds, provided that no claim has been made or notified under the Policy, whereupon no refund will be provided.

We may cancel the Policy by sending to You by registered letter to Your last known address, seven days' notice of cancellation. If We cancel the Policy, We will make a full refund of the Premium for any unexpired Period of Insurance provided there has been no claim made or notified under the Policy.

#### C. INSURER'S RIGHTS

We will be entitled to:

- a. take over and conduct in Your name, or in the name of any other person insured by this Policy, the defence or settlement of any legal action.
- b. take proceedings at Our own expense and for Our own benefit, but in Your name, or in the name of any other person insured by this Policy, to recover any payment We have made under the Policy to anyone else.
- c. receive all necessary information and assistance from You and any other person insured by this Policy.

#### D. JURISDICTION AND LAW

The construction, interpretation and meaning of the terms, exclusions, limitations and conditions of this Policy shall be determined in accordance with the laws of the Cayman Islands. Each party agrees that the Courts of the Cayman Islands shall have exclusive jurisdiction in any dispute under this Policy except if any difference shall arise as to the the amount to be paid under this Policy (liability being otherwise admitted), in which case such difference shall be referred to an arbitrator in accordance with the provisions of Condition A.

#### E. MAINTENANCE AND SECURITY

You must keep Your Home in good repair and take all reasonable precautions to ensure the safety of the property insured.

#### F. MATERIAL ALTERATIONS

If there is any material change during the Period of Insurance to any information which You previously disclosed to Us, it is a condition precedent to Our liability under this Policy that:

- a. You must tell Us immediately; and
- b. without prejudice to Condition B, We will be entitled to increase or reduce the Premium and/or vary the terms, conditions or exclusions of this Policy in respect of the unexpired Period of Insurance to reflect the altered risk. If You are not sure whether a change is material, You should tell Us.

#### G. NOTIFICATION OF A CLAIM - WHAT YOU MUST DO

- a. You must inform Us in writing as soon as possible after any loss, Damage or accident. You must do this within 30 days of the loss, Damage or accident for a claim to be accepted by Us. You must also tell Us if You know of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to Us without delay.
- b. Do not negotiate. You, or any other person insured under this Policy, or anyone else acting on Your or their behalf, must not negotiate, admit or repudiate any claim without Our written consent.
- c. Tell the police. You must tell the police about all incidents of theft, attempted theft or vandalism, Damage or injury caused by malicious persons.



### H. OBSERVANCE AND FULFILMENT OF POLICY TERMS AND CONDITIONS

The observance and fulfillment of the terms and conditions of this Policy so far as they relate to anything to be done or complied with by the Insured or any other person (as the case may be) claiming to be indemnified under this Policy and the truth of the statements in the proposal form signed by You and that forms the basis of this contract of insurance, shall be conditions precedent to any liability of Us to make any payment under this Policy. Upon proof of breach of this condition, We shall be entitled to recover from You, or any other person who has been indemnified under this Policy, all sums paid by Us.

### I. OTHER INSURANCES

If at the time of any incident which results in a claim under this Policy, there is any other insurance covering the same liability or Damage, We will pay only Our rateable share.

### J. PREMIUM BY INSTALMENTS

If We agree that You may pay the Premium for a given Period of Insurance in instalments and a claim is made, the instalments (if any) for the remainder of that Period of Insurance will become immediately due and payable. If these instalments remain unpaid, We will be entitled to deduct them from the amount of the claim before it is paid.

If the Premium is not paid within 20 days of the renewal date or inception of the Policy, the Policy will be void with effect from the inception of the Period of Insurance. If Premiums are to be paid by instalments and an instalment Premium is not paid within 10 days of its due date, the Policy may be cancelled with effect from the due date of the unpaid instalment.

### K. SALVAGE

We may enter any Building where Damage has occurred and deal with any salvage in a reasonable manner. However, no property may be abandoned to Us.

### EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

This Policy does not cover:

#### A. ASBESTOS

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.

#### B. CONSEQUENTIAL LOSSES

Consequential loss of any kind or description incurred by You or Your Household.

#### C. EXCLUDED DAMAGES AND COSTS

Any liability incurred by the Insured for:

- a. damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Territorial Limits.
- b. cost and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Territorial Limits.

#### D. EXISTING DAMAGE

Any Damage occurring before cover commences.

#### E. INFORMATION TECHNOLOGY HAZARDS

Damage arising, directly or indirectly out of:

- a. loss of, alteration of, or Damage to; or
- b. 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 Policyholder or not, are excluded unless arising out of one or more of the following perils:

Fire, lightning, explosion, earthquake or volcanic eruption, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, tropical storm, hurricane, tsunami, flood or burst pipes.

#### F. LOSS OF VALUE

Loss in value of property other than that specified under paragraph b. ii. of Claims Settlement for Cover One if the claim is to be settled on this basis.

#### G. MICRO ORGANISM

Any Damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is:

- a. any physical loss or Damage to insured property;
- b. any insured peril or cause, whether or not contributing concurrently or in any sequence;
- c. any loss of use, occupancy or functionality; or
- d. any action required, including but not limited to repair, replacement, removal, clean up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

### H. POLLUTION

Costs and expenses arising from bodily injury or loss or destruction or Damage caused by seepage, pollution or contamination except (unless otherwise excluded) destruction of or Damage to the property insured caused by:

- a. pollution or contamination which itself results from a peril hereby insured against.
- b. any peril hereby insured against which itself results from pollution or contamination.

### I. RADIOACTIVE CONTAMINATION

Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- e. any chemical, biological, biochemical, or electromagnetic weapon.

### J. SONIC BANGS

Damage caused by pressure waves from aircraft or other aerial devices traveling at sonic or supersonic speed.

### K. SUBSIDENCE

Subsidence, landslip, heave or collapse or normal settling, cracking, shrinkage or expansion of pavements, foundations, walls, floors and ceilings.

### L. TERRORISM

Notwithstanding any provision to the contrary within this Policy or any exceptions thereto, it is agreed that this Policy excludes Damage, cost or expense or liability 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.

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:

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

The exclusion also excludes Damage, cost or expense or liability 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.

If the Insurer alleges that by reason of this exclusion any Damage cost or expense or liability is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

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

### **M. WAR**

War, invasion, acts of a foreign enemy, hostilities or warlike operations (whether war be declared or not) and civil war.

Permanent or temporary dispossession resulting from confiscation, commandeering or requisition of any lawfully constituted authority. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, 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.

### **N. WEAR AND TEAR**

Wear and tear or any gradually operating cause including electrical or mechanical breakdown or deterioration due to lack of use.



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BritCay Insurance is rated  
A (Excellent) by AM Best

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