



## Fire & Extended Perils Policy



**We've Got You Covered!**

# Thank you for choosing NAGICO Insurance (Bahamas) Limited for your Fire and Extended Perils insurance

IN CONSIDERATION of the Insured named in the Schedule hereto paying to the Company the first premium mentioned in the said Schedule.

THE COMPANY AGREES (subject to the Conditions contained herein or endorsed or otherwise expressed here on which Conditions shall, so far as the nature of them respectively will permit, be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the premium the property insured described in the said Schedule, or any part of such property, shall be destroyed or damaged by FIRE or LIGHTNING at any time before 4 o'clock in the afternoon of the last day of the period of insurance named in the said Schedule, or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will pay to the Insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof.

PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may be substituted there for by memorandum hereon or attached hereto.

Signed on behalf of  
**NAGICO Insurance (Bahamas) Limited**

  
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## Conditions referred to in this Policy

- 1) If there be any material mis-description of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such mis-description, misrepresentation or omission.
- 2) No payment in respect of any premium shall be deemed to be payment to the Company unless as printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.
- 3) The Insured shall give notice to the Company of any insurance or insurances already affected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.
- 4) All insurance under this Policy

- a) on any building or part of any building
- b) on any property contained in any building
- c) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement
  - I. of such building or of any part thereof
  - II. of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy. In any action, suit or other proceeding, the burden or proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

**5)** This insurance does not cover:

- a. Loss by theft during or after the occurrence of a fire.
- b. Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Condition 7 (f)] or by its undergoing any heating or drying process.
- c. Loss or damage occasioned by or through or in consequence of (I) the burning of property by order of any public authority, (II) Subterranean Fire.
- d. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- e. This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purposes of this Condition 5 (e) only combustion shall include any self-sustaining process of nuclear fission.

**6)** **a)** This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

- I. Earthquake, volcanic eruption, or other convulsion of nature.
- II. Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- III. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- IV. Mutiny, riot, military or popular 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 material law or state of siege.



**b)** Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said conditions shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

**7)** Unless otherwise expressly stated in the Policy this insurance does not cover

- a) Goods held in trust or on commission.
- b) Bullion or unset precious stones.
- c) Any curiosity or work of art for an amount exceeding \$200.
- d) Manuscripts, plans, drawings or designs, patterns, models or moulds.
- e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer system records.
- f) Coal, against loss or damage occasioned by its own spontaneous combustion.
- g) Explosives.
- h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
- i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

**8)** Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

- a) I. If the trade or manufacture carried on, or  
II. If the nature or the occupation, or  
III. If there arises any circumstances affecting the building insured or containing the property insured be altered or changed in such a way as to increase the risk of loss or damage by fire.
- b) If the building insured or containing the insured property become unoccupied and so remain for a period of more than 30 days.
- c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.
- d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.

**9)** This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.



10) The company may cancel this Policy by sending seven day's notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the time during the current Period of Insurance the Policy has been in force. The Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate(s) of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Company's Short Period rates for the time during the current Period of Insurance the Policy has been in force.

11) On the happening of any loss or damage whether a Claim is anticipated or not the Insured shall forthwith give notice thereof to the Company, and if a Claim is intended to be made shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

- a) a claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
- b) particulars of all other insurances, if any. The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

12) On the happening of any loss or damage to any of the property insured by this Policy, the Company may

- a) enter and take and keep possession of the building or premises where the loss or damage has happened.
- b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- c) keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- d) sell any such property or dispose of the same for account of whom it may concern. The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim. If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited. The Insured



shall not in any case entitled to abandon any property to the Company whether taken possession of by the Company or not.

- 13) If the claim be in any respect fraudulent, or if any false declaration be made, or used in support thereof, 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 be occasioned by the willful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 18th Condition of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.
- 14) The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner; and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace. If in any case the Company shall be unable to reinstate or repair the property here by insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
- 15) The Insured shall, at the expense of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required or after his indemnification by the Company.
- 16) If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other persons, covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
- 17) If at the breaking out of any fire or at the commencement of any loss of or damage to the Buildings by any peril hereby insured against, the Sum Insured be less than 85% of the actual value of the Buildings insured in that amount then the Insured shall be considered as his/her own insurer for the difference between the Sum Insured and the actual value of the Buildings insured at the time of such fire or at the commencement of such loss or damage and shall bear a rateable share of the loss of damage accordingly.
- 18) Any dispute or difference arising out of or in connection with this Policy shall be subject to arbitration by a single Arbitrator to be agreed between the parties. If the parties are unable to agree upon the Arbitrator within 14 days of a party proposing arbitration to the other party, one Arbitrator shall be appointed by each party, and such Arbitrators shall, before entering upon the reference, elect an Umpire to decide between them in the event of



disagreement. Such Arbitrators shall have the power to obtain an expert opinion as they think fit, on any matter or question to be determined and, subject to the foregoing, the provisions of the legislation of the jurisdiction regarding arbitration shall apply. The parties to such arbitration shall pay the Arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the Umpire.

The award made by the Arbitrators or the Umpire shall be final and binding on the parties and the persons claiming under them respectively.

- 19) In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
- 20) Every notice and other communication to the Company required by these Conditions must be written or printed.
- 21) The Insured must use all reasonable diligence and care and exercise all reasonable precautions for the maintenance and safety of the Building(s) or property insured otherwise no claim shall be payable.

## **DEFINITIONS AND EXTENSIONS CLAUSE**

**BUILDINGS:** Buildings including Landlord's fixtures and fittings therein or thereon, walls, gates, fences and other external services and installations around and pertaining thereto.

**CONTENTS:** Machinery, Plant, Equipment, Tenant's Improvements (including decorations) and all other Contents therein or thereon, the property of the Insured or held by them in trust, on commission or which by agreement they are responsible for, whilst in any of the premises owned, rented, leased or occupied by the Insured, and in the open, or elsewhere in The Bahamas, including: -

- (a) Documents, manuscripts and business books for an amount not exceeding the cost of replacement thereof;
- (b) Patterns, moulds, models, plans, designs and drawings, but only for the value of the materials and the cost of labour expended thereon;
- (c) Any curiosity or work of art for an amount not exceeding \$500.00;
- (d) Securities and deeds, the Insurer's liability being face value, if negotiable, or the cost of obtaining duplicates, whichever is the less, and so far as the same are not otherwise insured;
- (e) Money and stamps (other than National Insurance Stamps) for an amount not exceeding \$500.00;



- (f) National Insurance Stamps (including any liability for destruction or damage by fire and any other perils hereby insured against established upon the Insured for such stamps affixed to cards);
- (g) Directors, customers, visitors and employees' personal effects, clothing, tools (other than employees' tools), instruments and the like and cycles (other than motor cycles) limited to \$500.00;
- (h) Employees' tools limited to \$500.00 in respect of any one person;
- (i) Computer systems records but only for the value of the materials, together with the cost of clerical labour and computer time expended in reproducing such records (including any expenses in connection with the production of information to be recorded therein and not for the value to the Insured of the information contained therein, for an amount not exceeding \$500.00.

**Notwithstanding anything herein stated** to the contrary, the insurance by this Policy applying wholly or partly to deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed) extends to cover such property temporarily removed to any premises not in the Insured's occupation and whilst in transit by road, rail or inland waterways, all in The Bahamas.

**STOCKS:** On Stocks and Materials in Trade including work in progress and/or finished, therein or thereon, the property of the Insured or held by them in trust, on commission or for which by agreement they are responsible, whilst in any of the premises owned, rented, leased or occupied by an Insured, and in the open or elsewhere in The Bahamas, but excluding Stocks more specifically insured.

## Extended Perils

The Insurance by this Policy shall, subject to the Special Conditions hereinafter contained, be extended to include destruction or damage caused by the additional perils, detailed below, as are specified on The Schedule.

### A. EARTHQUAKE

It is hereby agreed that notwithstanding anything stated to the contrary in Condition No. 6 of the Policy, this insurance covers loss or damage by fire or otherwise occasioned by or through or in consequence of earthquake and volcanic eruption and flood (including over flow of the sea) caused by these perils subject to the undernoted Excess Clause, and Special Conditions.



Provided always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this extension.

#### **Excess Clause**

It is understood and agreed that as regards loss or damage (other than fire) to any buildings hereby insured directly caused by any peril to which the Clause is herein before stated to apply, the Company's liability shall be limited to its ratable proportion of the amount by which such loss or damage exceeds the amount stated in the Deductible Clause. It is further agreed that this Clause shall apply separately to

- I. each building for which purpose all insured buildings at the same address will be regarded as one building.
- II. each incident giving rise to such loss or damage and that for the purpose hereof an incident shall not be considered to have terminated until there have been seventy two consecutive hours freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

#### **Special conditions**

1. The insurance provided by this extension excludes:

- a) Consequential Loss of any kind.
- b) Loss or damage caused by explosion except as provided in Condition 7 (f) of the Policy.
- c) Loss by reason of any ordinance or law regulating the construction or repair of buildings.

2. The Company shall not be liable under this extension for loss or damage which at the same time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

#### **B. HURRICANE**

It is hereby agreed that notwithstanding anything stated to the contrary in Condition No. 6 of the Policy, this insurance covers loss or damage by fire or otherwise occasioned by or through or in consequence of hurricane, cyclone, tornado or wind storm including rain accompanying these perils and flood (including overflow of the sea) caused by these perils subject to the undernoted Excess Clause and Special Conditions.

Provided always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this extension.

#### **Excess clause**

It is understood and agreed that as regards loss or damage (other than by fire) to any buildings hereby insured directly caused by any perils to which the Clause is herein before stated to apply, the Company's liability shall be limited to its ratable proportion of the amount by which such loss or damage exceeds the amount stated in the Deductible Clause. It is further agreed that this Clause shall apply separately to:



- I. each building, for which purpose all insured buildings at the same address will be regarded as one building,
- II. each incident giving rise to such loss or damage and for the purpose hereof an incident shall not be considered to have terminated until there have been seventy two consecutive hours freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

#### **Special conditions**

- I.** The insurance provided by this extension excludes:
  - a. Consequential Loss of any kind
  - b. Loss or damage caused by explosion except as provided in Condition 7 (f) of the Policy.
  - c. Loss by reason of any ordinance or law regulating the construction or repair of buildings.
- 2.** The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
- 3.** Unless specifically and separately insured this extension does not cover (except as regards loss or damage by fire):
  - a. Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description or any plants, trees, shrubs or other form of landscaping.
  - b. premises in course of construction, re-construction or repair unless all outside doors, windows and other openings thereto are complete and protected against hurricane, cyclone, tornado or windstorm.
- 4.** The Insured shall use all reasonable diligence and care to keep the premises insured or containing the property insured in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as possible and shall in the meantime cause such additional precautions to be taken for the prevention of loss or damage as the circumstances may require.
- C. FLOOD AND OVERFLOW OF THE SEA WHICH SHALL MEAN:**
  - a) the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or reservoir.
  - b) Inundation from the sea, but excluding:
    - I. Destruction or damage from subsidence or landslip
    - II. Destruction or damage to fixed glass, fences or gates.
    - III. Property in the open or in transit except for the buildings
    - IV. Loss or damage from peril (I).
  - c) I. Loss of damage directly caused by subsidence or landslips.
  - II. See Clauses and warranties No. 28.
  - III. Loss or damage by flood caused by Earthquake, Volcanic eruption, Hurricane, Cyclone, Tornado, or Windstorm.



IV. Backing-up of sewerage or pipes or other apparatus, including toilet facilities.  
V. Loss or damage caused by the negligence or failure to take reasonable care and maintenance of the premises by the Insured or his Landlord or Tenant.

**Provided that**

- 1) The excess mentioned in (11) above shall apply to each item of the Policy individually and in the event of the Policy covering in one item stocks at more than one location the excess shall be computed on the basis of the actual value of stocks at the particular location or locations affected by the loss.
- 2) All the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
- 3) The liability of the Company shall in no case under this extension and the Policy exceed the sum insured by each item of the Policy.

**D.**

**RIOT AND STRIKE**

It is hereby agreed that the insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this extension shall mean (subject always to the Special Conditions hereinafter contained) Loss of or damage to the property insured directly caused by:

1. 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) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

**Special conditions**

For the purpose of this extension but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:

**Condition 5.**

This insurance does not cover:

- a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any processor operation.
- c) Loss or damage occasioned by permanent or temporary dispossession or resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.



- e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

Provided nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession. (11) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition, combustion shall include any self-sustaining process of nuclear fission.

#### **Condition 6**

This insurance does not cover any losses or damage occasioned by or through or in consequence, directly or indirectly, or any of the following occurrences, namely:

- a) War; invasion, act of foreign enemy, hostilities or warlike operations (whether war be declare or not), civil war.
- b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence. In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

#### **Condition 7**

Unless otherwise expressly stated in the Policy this insurance does not cover:

- a) Goods held in trust or on commission.
- b) Bullion or unset precious stones.
- c) Any curiosity or work of art for an amount exceeding \$100.00.
- d) Manuscripts, plans, drawings or design, pattern, models or moulds.
- e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer records.
- f) Explosives.

#### **Condition 10**

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of canceling. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time, the said insurance has been in force.

#### **Condition 11**

If the property hereby insured shall be at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this extension be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference



and shall bear a ratable share of the amount of the loss accordingly. Every item if more than one, of the Policy shall be separately subject to this condition.

**E. MALICIOUS DAMAGE**

It is hereby agreed that the insurance under the Riot and Strike Extension, shall extend to include MALICIOUS DAMAGE which for the purpose of this extension shall mean:-Loss of or damage to the property insured directly caused by the malicious act of any person (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 Special Condition 6 of the said Riot and Strike Extension but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein. Provided always that all the conditions and provisions of the said Riot and Strike Extension shall apply to this extension as if they had been incorporated herein.

**F. EXPLOSION**

It is hereby agreed that the insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to the include: Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

Provided always that all the conditions of this Policy (except insofar as Condition No. 7 (h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy. Subject to the Conditions and Endorsements.

**Special conditions (to Explosion extension)**

- 1) The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of any person acting on behalf of, or in connection with, any organization with activities directed towards the overthrow by force of the Government "de jure" or "de facto" or to the influencing of it by terrorism or violence. In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of providing that such loss or damage is covered shall be upon the Insured.
- 2) If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro rata which such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be, extended to cover loss or damage by explosion.
- 3) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.



## **G. IMPACT DAMAGE**

It is hereby agreed that this insurance covers loss or damage directly caused by Impact by any road vehicles horses or cattle not belonging to or under the control of the Insured or any member of his family or any person in or upon the Insured's service but excluding the amount stated in the Deductible Clause. For the purpose of this extension the property insured shall include walls, gates and fences around and pertaining thereto.

**Provided that**

- 1) All the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereto any loss or damage as aforesaid shall be deemed to be loss or damage by Fire.
- 2) The liability of the Company shall in no case under this extension and the Policy exceed the sum insured by each item of the Policy.

## **H. AIRCRAFT DAMAGE**

It is hereby agreed that the insurance under this Policy shall extend to include loss or damage directly caused by Aircraft and other aerial devices and/or articles dropped there from excluding loss or damage caused by any aircraft to which permission to land has been extended by the Insured.

**Provided that**

- 1) All the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereto any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
- 2) The liability of the Company shall in no case under this extension and the Policy exceed the sum insured by each item of the Policy.

## **I. BURSTING OR OVERFLOWING OF WATER TANKS.**

It is hereby agreed that the insurance under this Policy shall extend to include loss or damage directly caused by:

Bursting or overflowing of water tanks, apparatus or pipes, but excluding damage thereto and the amount stated in the Deductible Clause.

**Provided that**

- 1) All the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
- 2) The liability of the Company shall in no case under this extension and the Policy exceed the sum insured by each item of the Policy.

## **J. BUSH FIRE**

It is hereby agreed that the insurance under this Policy shall extend to the include loss or damage directly caused by Bush Fire which for the purpose of this Extension shall mean:- Loss or damage to the property insured occasioned by or through or in consequence of the burning of forests, bush prairie, pampas or jungle and the clearing of lands by fire (except such clearing by or on behalf of the Insured), and Condition 7 (1) of this Policy shall to this extent be modified accordingly.

## **K. SMOKE DAMAGE**

It is hereby agreed that the insurance under this Policy shall extend to include loss or damage by smoke resulting directly or indirectly from the burning of property whether



ensuing from a fire or not but excluding: Loss or damage by smoke or pollution resulting from domestic, industrial, vehicular or waste operations.

Provided that if there shall be any other Fire Insurance on the property insured under this Policy the Company shall be liable only pro-rata with such other Fire Insurance for any loss or damage as aforesaid whether or not such other Fire Insurance be so extended.

## Clauses

The Insurance by this Policy is subject to the following Clauses and/or Warranties as are specified on The Schedule.

### 1. DESIGNATION OF PROPERTY CLAUSE

For the purpose of determining where necessary the item heading under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books.

### 2. ARCHITECTS', SURVEYORS', LEGAL AND CONSULTING ENGINEERS' FEES CLAUSE

The sum insured on the building(s) described in this Policy is declared to include Architects', Surveyors', legal and Consulting Engineers' Fees (for estimates, plans specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of said building(s) following destruction or damage by any peril hereby insured against excepting in so far as the Company elects to reinstate or replace wholly or in part any property so damaged or destroyed, but in no case exceeding 10% of the sum payable under any item of this Policy on such buildings unless stated otherwise on the Schedule. It is understood and agreed that the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

### 3. REMOVAL OF DEBRIS CLAUSE

The Insurance by this Policy extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in

- a. removing debris
- b. dismantling and/or demolishing
- c. shoring up or propping of the portion or portions of the property insured by each item of this policy destroyed or damaged by Fire or by any other peril hereby insured against.

This amount, limited to 10% of the Sum Insured for Buildings (unless otherwise stated on the Schedule), is included in the Total Sum Insured.

### 4. PUBLIC AUTHORITIES CLAUSE

The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with By-Laws or any Municipal Local Authority provided that:

- I) The amount recoverable under this Extension shall not include:



- a. the cost incurred in complying with any of the aforesaid Regulations or By-Laws
  - (I) in respect of destruction or damage occurring prior to the granting of this Extension.
  - (II) in respect of destruction or damage not insured by the Policy.
  - (III) under which notice has been served upon the Insured prior to the happening of the destruction or damage.
  - (IV) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged.
- b. the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or By-Laws not arisen.
- c. the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the afore said Regulations or By-Laws,

2) The work of the reinstatement must be commenced and carried out with reasonable dispatch my may be carried out wholly or partially upon another site (if the aforesaid Regulations or By-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.

3) If the liability of the Company under the Policy apart from this Extension shall be reduced by the applications of any of the terms and conditions of the Policy then the liability of the Company under this Extension shall be reduced in like proportion.

4) The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

5) All the Conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

5. **MORTGAGE CLAUSE**

It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or said Assignees as stated on the Policy Schedule to the extent of their interest and that this insurance in so far as concern the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the property insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any Such change, alteration or increase shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when Such increase of risk first took place. And it is further agreed that whenever the Company shall Pay the Mortgagees or said Assignees any sum for loss or damage under this policy and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment, and the Mortgagees or said



Assignees shall do and execute all such further or other acts, deeds, transfers assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim. Provided that as between the Company and the Mortgagor or Owner of the property insured nothing contained in this Clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the property insured remain in full force and effect. The Company reserves the right to cancel this policy at any time as provided by the terms thereof, but in such case this policy shall continue in force for the benefit only of the Mortgagees or said Assignees for 10 days after notice to the Mortgagees or said Assignees of such cancellation, and shall then cease, and the Company shall have the right on like notice to cancel this agreement.

#### **6. LOSS PAYABLE CLAUSE**

It is hereby agreed that loss if any is payable to the Interest as stated on the Policy Schedule. Further concurrent insurance permitted without notice until required.

#### **7. CAPITAL ADDITIONS CLAUSE**

It is hereby agreed that newly erected or newly acquired Buildings, Plant and Machinery, insofar as the same are not otherwise insured are held covered to the value thereof and within the terms and conditions of this Policy pending notification to the Company of amendments in sums insured consequently necessary. It is understood and agreed that:

1. The maximum liability of the Insurers under this extension is 10% of the Sum Insured.
2. The Insured undertake to effect, as soon as practicable, appropriate insurance retrospective to the date of commencement of Insurers' Liability.
3. This extension applies only to newly erected or newly acquired property above mentioned and not to appreciation in value of existing property.

#### **8. TEMPORARY REMOVAL CLAUSE**

Subject to the following provisions, the property insured by this Policy (other than stock in trade or merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and there from by road, rail or inland waterway in the location stated in the Schedule. The amount recoverable under this extension in respect of each Item of the Policy shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere that at the said premises, 10% of the sum insured by each item after deducting there from the value of any building (exclusive of fixtures and fittings) stock in trade or merchandise insured thereby. This extension does not apply to property if and so far as it is otherwise insured, nor as regards losses occurring elsewhere than at the premises from which the property is temporarily removed to:

- a) Motor Vehicles and Motor Chassis.
- b) Property held by the insured in trust other than machinery and plant.



**9. INTERNAL REMOVALS CLAUSE**

It is hereby agreed that in the event of the removal of property insured from one building to another at any of the locations as insured by this Policy being inadvertently not advised to the company the insurance on such property shall follow the removal, the necessary adjustment in sum(s) insured and premium(s) to be made as from the date of removal as soon as the oversight is discovered.

**10. PURCHASERS INTEREST CLAUSE**

It is hereby agreed that if at the time of destruction or damage to any building hereby insured the Insured shall have contracted to sell his interest in such building and the purchase shall not have been but shall be thereafter completed, the Purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the Purchaser against such destruction or damage shall be entitled to the benefit of this Policy so far as it relates to such destruction or damage without prejudice to the rights and liabilities of the Insured or the Insurers under this Policy up to the date of completion.

**11. LANDLORDS/TENANTS CLAUSE**

It is hereby agreed that anything done by the Land-Lord and/or other occupier of any building hereby insured, whereby the danger of loss or damage is increased without the knowledge of the Insured, shall not prejudice the position of the Insured under this Policy if, immediately on becoming aware thereof, they, or their brokers, give notice in writing to the Company, and on demand pay such reasonable additional premium as the insurers may require.

**12. REINSTATEMENT CLAUSE (Building)**

It is hereby declared and agreed that in the event of the property insured by the building item(s) of this Policy being destroyed or damaged, the basis upon which the amount payable under each of the said items of the Policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Conditions of the Policy except insofar as the same may be varied here by.

**Special provisions**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow: otherwise no payment beyond the amount which would have been payable under the Policy if this Clause had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this Clause had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear



a ratable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.

4. This Memorandum shall be without force or effect if:
  - a) The Insured fails to intimate to the Company within 6 months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
  - b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

**13. COST OF MACHINERY RE-ERCTION CLAUSE**

The Insurance by this Policy extends to include the costs of re-erecting, fitting and fixing Machinery and Plant in consequence of destruction or damage thereto by any of the perils hereby insured against. We will pay no more than 10% of the Sum Insured of the Machinery in question.

**14. WORKMEN'S CLAUSE**

It is hereby agreed that Workmen and/or Tradesmen are allowed in, on or about the premises insured hereby for maintenance purpose and/or for effecting repairs, alterations and/or extensions without prejudice to this insurance.

**15. AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE**

In consideration of the Insurance by this Policy not being reduced by the amount of any loss, the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof or the date of the expiring of the period of insurance.

**16. ELECTRICAL INSTALLATION CLAUSE**

The Company is expressly declared to be free from liability for loss of, or damage to, any electrical machine, apparatus of any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) arising. Provided that this exemption shall only apply to the particular electrical machine, apparatus or portion of electrical installation so affected and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

**17. DEDUCTIBLE CLAUSE**

It is hereby declared and agreed that the limit of the Company's liability as regards loss or damage directly caused by the under mentioned perils where applicable and where further defined in the Policy, shall be limited to its ratable proportion of the amount by which such loss or damage exceeds the relevant sums as follows:

- i. Hurricane, Cyclone, Tornado, Windstorm including rain accompanying these perils, Earthquake, Volcanic Eruption and Flood (including overflow of the sea) - a sum equivalent to 2% of the Sum Insured per item as stated on the Schedule subject to a minimum amount of \$\_\_\_\_\_. It is further noted that this clause shall apply separately to each incident giving rise to such loss or damage, and that for 'the purpose hereof the extent and duration of an incident shall be limited to 72 consecutive hours and thereafter the clause shall apply afresh.
- ii. Any other insured peril, a sum of \$ \_\_\_\_\_ of each and every loss.



For the purpose of the amounts applicable in (i) & (ii) above, each item shall mean all insured items set out in the Schedule at the same address will be regarded as one item.

#### **18. TERRORISM EXCLUSION CLAUSE**

It is hereby declared and agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss,

##### **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 group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.*

This clause 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 the above.

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

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

#### **19. FUNGUS, MILDEW AND MOULD EXCLUSION**

This Policy does not cover:

1. Any liability, loss, cost or expense arising out of, resulting from, caused by, contributed to, or in any way related to the existence, inhalation or exposure to any "fungus/ fungi" and or "spore(s)"; or
2. Any cost or expenses associated in any way, or arising out of the abatement, litigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any "fungus/ fungi" and or "spore(s)"; or
3. Any obligation to share with or repay any person, organization or entity, related in any way to items 1. and 2. above regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the injury or damage. For purposes of this exclusion, the following definitions apply:  
"Fungus/ fungi" includes, but is not limited to, any form or type of mould, mildew, mushroom, yeast, or bio-contaminant.  
"Spore(s)" includes, but is not limited to, any substance produced by, emanating from, or arising out of any "fungus/ fungi".

#### **20. ELECTRONIC DATE RECOGNITION CLAUSE**

##### **Section I**

This insurance does not cover any loss, damage, cost, claim or expense, whether preventive, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000 or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any



microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not, or

b) any change, alteration or modification involving the date change of the year 2000 or any other date change including leap year calculations, to any such computer system, hardware, programme or software or any microchip integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the insured or not.

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

However this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils hereby insured against.

### **Section 2**

Notwithstanding Section 1 above, this insurance does not cover any costs and expenses, whether preventive, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the insured or not.

### **Section 3**

The date change to the year 2000, or any other date change, including leap year calculations, shall not in and of itself be regarded as an event for the purposes of this insurance.

#### **21. LEGAL ACTION CLAUSE**

The Company shall not be liable to indemnify the Insured against any claim or claims where action for damages is brought in a court of law outside the territories specified in the Schedule, or where action is brought in a court of law within those territories to enforce a foreign judgment whether by way of Reciprocal Agreement or otherwise.

#### **22. PANDEMIC EXCLUSION**

This policy excludes and does not cover any loss or loss adjustment expenses arising out of or related to, including, but not limited to interruption or interference with the use of any insured property in consequence of:-

- a) Infectious or contagious disease manifested by any person while on the insured premises or within 25 miles of the insured premises.
- b) Murder or suicide occurring on the insured premises.
- c) Food or drink poisoning or contamination, or closure by any competent authority due to infectious or contagious disease, vermin or pest.

#### **23. JURISDICTION CLAUSE**

It is also understood and agreed that this Policy is governed by the laws of The Bahamas and shall be subject to the jurisdiction of the Courts of The Bahamas.

#### **24. CURRENCY CLAUSE**

It is hereby understood and agreed that this Policy is issued in the currency of The Bahamas.

#### **25. ANNEX CLAUSE**

It is understood that, except where specifically insured, external fire escapes, hoists, gangways, external clocks, gates and staircases, pipes and water tanks over or forming roofs



of buildings, external trunks, conveyors, shafting, belting and ropes, small outside buildings and their contents, weighbridges, also conveniences adjoining any of the aforesaid buildings and the buildings and the buildings and contents of an extension to and communicating with any of the above-described buildings are held to be insured under the respective column headings by the item applying to the buildings to which such property is attached or belongs.

**26. DESCRIPTION**

The premises are more specifically described in details lodged with the Insurers.

**27. OTHER INTERESTED PARTIES**

The Policy is understood to include the interest where involved of other parties including those of Parent, Allied or Subsidiary Companies, the nature and extent of such interests to be declared in the event of loss.

**28. UNOCCUPANCY**

Immediate notice is to be given to the Insurers when any buildings become unoccupied and remain so for more than thirty (30) days or when an unoccupied building or portion thereof is again occupied and a suitable additional premium paid if required. The Insurers will not be liable for any loss of or damage to any property hereby insured if any building is unoccupied for more than thirty (30) days, unless the Insurers agree, in writing, to continue coverage.

**29. MOTOR VEHICLE AND INTERNAL TRANSPORT**

The Insurance by each item of this Policy includes all vehicles and conveyances and their Contents used by the Insured for internal transport; all other motor vehicles and their Contents, specifically insured are excluded from the insurance hereby, except in respect of any amount over and above that recoverable under any more specific insurance.

**30. FIRE EXTINGUISHING COST**

The Insurance by this policy extends to include:

1. wages of the Insured's employees other than full time members of the works fire brigade
2. the cost of replenishment and reconditioning fire fighting appliances

Provided always that the liability of the Insurer in respect of such wages and cost shall be limited to those necessarily and reasonably incurred in extinguishing fires at the Insured's premises, adjoining premises or premises which immediately threaten to involve the Insured premises.

The limit of our liability hereunder is \$1,000.00.

**31. CHANGES IN OCCUPATION**

It is understood and agreed that the insurance by this Policy shall not be invalidated by any change of occupancy or increase of risk taking place in any of the within described buildings, provided that the Insured give notice thereof to the Insurer as soon as practicable



thereafter and pay such appropriate additional premium as made be required by them from the date of such change or increase in risk.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20

For the behalf of The Company.

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**Authorized Signature**

## Notes

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