

CONDOMINIUM INSURANCE POLICY

This is your Condominium Insurance Policy. It is the evidence of the contract you have made with Bahamas First General Insurance Company Limited.

We will insure you during the Period of Insurance in the terms set out in this Policy, in return for payment of the premium.

The Schedule and any Endorsements are all part of the Policy. Cover will continue after the expiry date shown in the Policy Schedule for any period for which we accept your renewal premium.

The Policy Schedule shows the Covers you have insured. Check them carefully along with the respective wordings in the Policy. You should also pay particular attention to the Conditions and Exclusions.

Please make sure that this Policy meets your requirements. If it does not, tell us or your insurance Agent immediately.

The Policy sets out all the circumstances in which you can make a claim. Whilst cover is wide, it is not a maintenance contract and does not protect you against every loss. E.g. where the damage is wear, tear or deterioration – no insurance policy does.

Any proposal or declaration made by you are incorporated in and form part of the contract. You must tell us of any change in this information as soon as possible since failure to do so could invalidate your policy. You should not wait until the next renewal date.

Signed for the Insurers

Date

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CONDOMINIUM POLICY SCHEDULE

Attaching to and forming part of Policy Number

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Insurers	
Insured	
Postal Address	
Mortgagee	

Period of Insurance	From	To
----------------------------	-------------	-----------

Premium	
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Premises Insured

Location	
Construction	

Sums Insured

Cover 1 – The Buildings	
Cover 2 – The Contents	
Loss of Rent	
Alternative Accommodation	
Satellite Equipment	
Radio and TV Aerials	
Waterside Structures	
Total Sum Insured	

Attached Endorsements

Deductibles – Condominiums (Full Cover)	- Ref. Condo 1/95
Limited Property Cover – Buildings	- Ref. Condo 2/95

DEFINITIONS

A word listed under “DEFINITIONS” will carry the same meaning wherever it appears in bold print:

**Policyholder/
You/Your** Those named in the
Schedule as the Insured

We/Us/Our Bahamas First General Insurance Co. Ltd.

Buildings The Condominium, its outbuildings lifts, air-conditioning installations and other fixed plant and equipment, garages, swimming pools, tennis courts, walls, patios, terraces, footpaths drives, gates and fences, and landlords fixtures and fittings (including fitted carpets in common halls, stairways and other common parts) all on the same site

Property not covered:

- Satellite dishes, receiving aerials and their fittings and masts
- Seawalls, docks, piers, jetties or similar waterside structures

Fees Architects, surveyors and other professional fees which **You** have to pay in connection with repairing or reinstating the **Buildings**

Costs not included:

Those which **You** have to pay to prepare a claim or those **You** incur without **Our** permission

**Removal of
Debris** Any amount We agree to pay for removing debris, demolishing, propping or shoring up parts of the **Buildings** which have been damaged

**Local
Authority
Requirements** The additional costs **You** have to pay to repair the damage to comply with any Government or Local Authority requirements or regulations

Costs not included:

- Any costs for complying with requirements notified before the damage occurred

Resident The owner, lessee or occupier (and other relations who normally live with them) of any apartment in the **Buildings**

Business The ownership or management of the **Buildings**

DEFINITIONS (continued)

Contents

Furniture, carpets (other than fitted carpets), furnishings and all other property belonging to **You** or for which **You** are responsible in the common halls, stairways, other common parts or individual apartments in the condominium or its outbuildings or garages

Property not covered:

- Caravans, boats, motor vehicles, trailers, vessels, aircraft and their respective accessories while attached
- Living creatures
- Clothing, personal effects, money and stamps
- Articles of precious metal, jewellery, furs, collections of coins, medals or stamps
- Securities, certificates and documents
- Property used or held for a business or profession other than the **Business**
- Property more specifically insured by this or another policy
- Property belonging to any **Resident**
- Landlords fixtures and fittings
- Satellite dishes, receiving aerials and their fittings and masts

Employee

While working for **You** in connection with the **Business**

- (i) Any person under a contract of service or apprenticeship with **You**
- (ii) Any labour master or labour-only sub-contractor or person supplied by them
- (iii) Any person under work experience or youth training schemes
- (iv) Any self-employed person
- (v) Any person hired or borrowed by **You** from a public authority, company, firm or individual

Deductible The first part of a claim **You** must pay

Unoccupied Not lived in by any **Resident** or by any other person with the **Resident's** permission

COVER 1 – THE BUILDINGS

PERILS COVERED

The Buildings are insured against damage by the following causes:

We will not pay for:-

- The **Deductible**

a Fire, Explosion, Lightning, Earthquake

b Smoke

- Damage caused by smog, agricultural or industrial operations or any gradual process

c Escape of water or oil from any fixed water or heating installation or domestic appliance

- Damage to the component or appliance from which the water or oil escapes
- Damage to any apartment that has been **Unoccupied** for 40 consecutive days

d Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal

- Damage caused by domestic pets owned by a **Resident**, or by insects, birds or vermin

e Falling trees or branches

- Damage to tennis courts
- The cost of removing a tree unless the **Buildings** are damaged at the same time

g Riot, Civil Commotion, Strike Labour or Political Disturbance

h Malicious persons or vandals

- Damage to any apartment that has been **Unoccupied** for 40 consecutive days
- Damage caused by any **Residents** or their guests to the apartment in which the **Resident** lives

i Storm or Flood

- Damage to gates, fences
Or tennis courts
- Damage caused by wet or dry rot

THE BUILDINGS – PERILS COVERED (continued)

We will not pay for :

-
- | | | |
|----------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>j</i> | Subsidence or Heave of the site beneath the Buildings or Landslip | <ul style="list-style-type: none">- The first \$1,000 of each agreed claim in addition to the Deductible shown in the Schedule- Damage to rainwater tanks, outdoor stairs, swimming pools, tennis courts, patios, drives, terraces, footpaths, walls, gates or fences unless the Condominium building or an outbuilding or garage is damaged at the same time- Damage caused by bedding down of new structures or settlement of newly made up ground- Damage to solid floor slabs, or damage resulting from their movement, unless the foundations beneath the external walls of the main structure of the Condominium are damaged at the same time- Damage caused by coastal erosion- Damage resulting from:<ul style="list-style-type: none">- demolition or structural repairs or alterations to the Buildings- faulty workmanship or the use of defective materials in the Buildings |
| <hr/> | | |
| <i>k</i> | Theft or attempted theft | <ul style="list-style-type: none">- Loss or damage caused by You, Your family or any of Your Directors or Employees- Loss or damage to any apartment that has been Unoccupied for 40 consecutive days- Loss or damage caused by any Resident to the apartment in which the Resident lives |
-

THE BUILDINGS continued) – ADDITIONAL COVER

This Cover also provides insurance against:

We will not pay for

a Pipes and Cables

Accidental Damage to those underground Services (including their inspection covers) supplying the **Buildings**

-Damage which **You** or any **Resident** are not legally responsible to repair

b Glass and Sanitary Ware

Breakage of fixed glass in roofs, walls, and doors in the **Buildings** (including double glazed units, ceramic hobs or tops and solar panels). Breakage of washbasins, pedestals, baths, sinks, lavatory pans and other sanitary ware in the **Buildings**

- Breakage of swimming pool tiles

c Cover during Sale

If (i) **You** contract to sell the **Buildings** or any part of them

or

(ii) any **Residents** contract to sell their interests in their apartments

the purchaser who completes the sale shall have the benefit of the insurance provided by this Cover up to date of completion, provided the **Buildings** are not otherwise insured

THE BUILDINGS (continued) – CLAIMS SETTLEMENT FOR COVER 1

a If the parts of the **Buildings** damaged by any of the causes insured are repaired or replaced, **We** will pay **You** the cost of any necessary work done without any reduction for wear, tear or betterment if at the time of the loss:

-the **Buildings** are in good repair

-the Sum Insured is not less than the cost of rebuilding the **Buildings**

b If the parts of the **Buildings** damaged by any of the causes insured are *not* repaired or replaced, or the **Buildings** are *not* in good repair, or the Sum Insured is *less* than the cost of rebuilding the **Buildings**, **We** will pay **You** at **Our** option:

i the cost of reinstating the damage less an allowance for any wear, tear or betterment
and/or

ii where the Sum Insured is less than the value of the **Buildings** even after allowing for wear, tear or betterment, as described in (i) above, then **You** shall be considered as **Your** own insurer for the difference and shall bear a rateable proportion of the amount of each and every loss

c **We** will also pay for the following if the parts of the **Buildings** damaged by any of the causes insured are repaired or replaced

i **Fees**

ii **Removal of Debris**

iii **Local Authority Requirements**

Amount Payable

The maximum amount payable in respect of any one incident is the Sum Insured on **Buildings** (less any **Deductible**) *inclusive* of all costs for **Fees, Removal of Debris and Local Authority Requirements**

The Sum Insured on **Buildings** will not be reduced following payment of a claim

THE BUILDINGS (continued) – LIABILITY TO THE PUBLIC

Insurance is provided for any amounts which **You** become legally liable to pay in respect of:

- Accidental bodily injury, death or disease of any person
- Accidental loss or damage to property

arising

i in connection with the **Buildings**

ii from commercial visits anywhere in the world in connection with the **Business** by **You** or **Your** Directors or non-manual **Employees** permanently resident in the Bahamas

We will also cover in terms of this Paragraph:

- the owner or lessee of any apartment
- if **You** so request, any of **Your** directors or **Employees**

as though each had been insured separately in the terms of this Paragraph provided that:

- a* such persons observe the terms of the Policy insofar as they can apply
- b* no other policy covers their liabilities

Limit

We will pay up to \$1,000,000 in connection with any one incident inclusive of any other costs, expenses and lawyers fees which **You** have to pay provided **We** agree by letter

If **You** should die **Your** legal personal representatives will have the protection Of this Cover

Jurisdiction

We will not pay for any amounts for which **You** become legally liable in respect of judgements awarded Other than by a Court of Law within the Commonwealth of the Bahamas

We will not pay for liability directly or indirectly arising from:

- Injury, death or disease of **You** or any member of **Your** family or any **Employee** arising out of and in the course of employment by **You** in connection with the **Business**

- Loss or damage to property owned, occupied or in the custody or control of **You**, any member of **Your** family or any **Employee**

- An agreement unless the liability would have existed without the agreement

- The employment, business or profession of any Resident

- The use of mechanically or electrically propelled vehicles (other than gardening equipment), caravans, aircraft or boats

- Occupation (and not ownership) by any **Resident** of an apartment in the **Building**

nor in respect of

- Any of **Your** Directors or Employees for which **You** would not have been covered if the legal action had been brought against **You**

THE BUILDINGS (continued) – LIABILITY TO EMPLOYEES

Insurance is provided up to the Limit below should **You** become legally liable to pay in respect of accidental bodily injury death or disease of any **Employee** arising out of and in the course of employment by **You** in connection with the **Business**

Limit

We will pay up to \$1,000,000 in connection with any one incident inclusive of any costs, expenses and lawyers fees which **You** have to pay, provided **We** agree by letter

arising

a in the Bahamas

b anywhere in the world in respect of commercial visits by **You** or **Your** Directors or non-manual Employees permanently resident in the Bahamas

If **You** should die **Your** legal personal representatives will have the protection of this Cover

We will also cover in the terms of this Paragraph:

- the owner or lessee of any apartment
- if **You** so request, any of **Your** Directors or **Employees**

As though each had been insured separately in the terms of this Paragraph provided that:

- i* such persons observe the terms of the Policy insofar as they can apply
- ii* no other policy covers their liabilities

Jurisdiction

We will not pay for any amounts for which you become legally liable in respect of judgements awarded other than by a Court of Law within the Commonwealth of the Bahamas

We will not be liable for payment of fines or penalties

We will not pay for liability directly or indirectly arising from:

- An agreement unless the liability would have existed without the agreement

- The liability of any principal

nor in respect of

- Any of **Your** Directors or **Employees** for which **You** would not have been covered if the legal action had been brought against **You**

nor when

- An Employee is

- (a) carried in or on a vehicle

- (b) entering or getting on to or alighting from a vehicle

COVER 2 – THE CONTENTS

PERILS COVERED

The **Contents** are insured against loss or damage by the following causes while they are in the common halls, stairways, other common parts or individual apartments in the main Condominium building or its outbuildings or garages:

We will not pay for

- The **Deductible**

a Fire, Explosion, Lightning, Earthquake

b Smoke

- Loss or damage caused by smog, agricultural or industrial operations or any gradual process

c Escape of water or oil from any fixed water or heating installation or domestic appliance

- Damage to the component or appliance from which the water or oil escapes

d Impact with a building involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal

- Damage caused by domestic pets owned by any **Resident**, or by insects, birds or vermin

e Falling trees or branches

f Falling receiving aerials and their fittings or masts

g Riot, Civil Commotion, Strike, Labour or Political Disturbance

h Malicious persons or vandals

- Loss or damage caused by any **Resident** or their guests to the **Contents** of the apartment in which the **Resident** lives

i Storm or Flood

j Subsidence or Heave of the site beneath the **Buildings** or Landslip

- Damage caused by bedding down of new structures or settlement of newly made up ground
- Damage resulting from the movement of solid floor slabs unless the foundations beneath the external walls of the main structure of the Condominium are damaged at the same time
- Damage caused by coastal erosion
- Damage resulting from:
- demolition or structural repairs or alterations to the **Buildings**
- faulty workmanship or the use of defective materials

THE CONTENTS (continued) – PERILS COVERED

k Theft or attempted theft

We will not pay for

- Loss by deception, unless it is only entry that is gained by deception
- Loss or damage caused by **You** or **Your** family or any of **Your** Directors or **Employees**
- Loss or damage in the common parts unless force is used to gain entry into or exit from the main Condominium building
- Loss or damage in an outbuilding or garage unless force is used to gain entry into or exit from that building
- Loss or damage caused by any **Resident** to the **Contents** of the apartment in which the **Resident** lives

THE CONTENTS (continued) – ADDITIONAL COVER

This cover also provides insurances :-

a For **Your Contents** against breakage of mirrors, glass or ceramic hobs or tops to furniture and fixed glass in furniture all in the common parts or individual apartments in the Condominium or its outbuildings or garages

We will not pay for

b Against Accidental Damage to closed circuit security T.V. systems in the common parts of the Condominium

- Mechanical or electrical breakdown
- Damage caused by cleaning, assembling, repairing or dismantling of the apparatus

THE CONTENTS (continued) – CLAIMS SETTLEMENT FOR COVER 2

Following loss or damage by any of the causes insured

- a* Provided that at the time of loss or damage the Sum Insured on **Contents** is at least equal to the cost of replacing all the **Contents** as new (less a deduction for wear, tear or betterment on clothing and household linen)

We will at **Our** option

- either - pay the cost of repairing)
- pay the cost of replacing as new) any item of **Contents**
- replace as new) lost or damaged
- or - make a cash payment for)

- 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 loss or damage is not as described above, **We** may make a deduction for wear, tear or betterment on all items lost or damaged

- d* If the Sum Insured at the time of loss or damage is less than the value of the **Contents** even after allowing for wear, tear or betterment as described in (c) above, then **You** shall be considered **Your** own insurer for the difference and shall bear a rateable proportion of the amount of each and every loss

Amount Payable

The maximum amount payable in respect of any one incident is the Sum Insured on Contents (less any **Deductible**)

Unless otherwise stated in the Schedule, **We** will not pay more than \$1,000 for any picture or work of art

The Sum Insured on **Contents** will not be reduced following payment of a claim

EXTENSIONS OF COVER

None of the following extensions apply unless shown to be operative in the Policy Schedule with a specific Sum Insured:

(a) - LOSS OF RENT

While the apartment in which any **Resident** lives is unfit to live in

Or

While access to any **Resident's** apartment is denied

as a result of damage to the **Buildings** by any of the causes insured under Cover 1

We will pay

i The rent (including ground rent) **You** should have received but have lost in respect of such apartments

ii The rent which any **Resident** is obliged to pay in respect of such apartments, if **You** are acting
Manager on behalf of **Residents**

Amount Payable:

We will pay up to the amount shown in the Schedule for Loss of Rent

(b) - ALTERNATIVE ACCOMMODATION

While the apartment in which the **Resident** lives is unfit to live in

or

While access to the **Resident's** apartment is denied

As a result of loss or damage to the **Buildings** by any of the causes insured under Cover 1

We will pay for the reasonable cost of comparable alternative accommodation incurred by any Resident

Amount Payable :

We will pay up to the amount shown in the Schedule for Alternative Accommodation

EXTENSIONS OF COVER (continued)

(c) – SATELLITE EQUIPMENT

What is insured:

Accidental loss or damage to **Your** satellite Equipment contained within the **Buildings**

Accidental loss of or damage to **Your** fixed satellite dish situated within the boundaries of the land belonging to the Condominium

We will not pay for:

- The Deductible shown in the Schedule
- Damage due to wear and tear or settlement
- Mechanical or electrical breakdown
- Electronic malfunction or derangement
- Damage caused by cleaning, assembling, repairing or dismantling of the apparatus
- Damage resulting from faulty workmanship or the use of defective materials
- Damage caused by rust, oxidation, corrosion or any gradually operating cause
- Damage due to interruption or fluctuation of the power supply
- Reprogramming costs

(d) – RADIO AND TELEVISION AERIALS

What is insured:

Accidental loss of or damage to **Your** fixed radio and television aerials situated within the boundaries of the land belonging to the Condominium

We will not pay for:

- The **Deductible** shown in the Schedule
- Damage due to wear and tear or settlement
- Mechanical or electrical breakdown
- Electronic malfunction or derangement
- Damage caused by cleaning, assembling, repairing or dismantling of the apparatus
- Damage resulting from faulty workmanship or the use of defective materials
- Damage caused by rust, oxidation, corrosion or any gradually operating cause
- Damage due to interruption or fluctuation of the power supply

(e) – WATERSIDE STRUCTURES

What is insured:

Damage to any seawall, dock, pier, jetty or similar waterside structure that has been surveyed in accordance with **Our** requirements

We will not pay for:

- The **Deductible** shown in the Schedule
- Damage caused by wear and tear and the normal action of the sea

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1 Precautions

You must comply with the terms and conditions of this Policy

You must take all reasonable steps to prevent loss, damage or accident and maintain insured property in sound condition and good repair

2 Other Insurance

If any loss, damage or legal liability covered under this Policy is also covered by any other insurance **We** will not pay more than **Our** rateable proportion of any claim

3 Cancellation

You may cancel the Policy by giving **Us** written instructions and **You** will receive a refund of 75% of the premium relating to any unexpired period of cover

We may also cancel the policy by sending 30 days notice by letter to **Your** last known address. If **We** cancel the Policy **We** will make a full refund of the premium relating to any unexpired period of cover

4 Change in Risk

The Policy shall not be invalidated by a change of occupancy or increase in risk taking place in the **Buildings** or by reason of anything being done or omitted to be done in the **Buildings** without **Your** knowledge provided **You** give **Us** notice by letter immediately such events are known to **You** and pay any additional premium that may be required from the date of such change in risk

5 Notification of a Claim

When **You** become aware of a possible claim under this Policy, **You** must notify **Us** in writing without delay. If there has been theft, attempted theft, vandalism or any malicious act **You** must also tell the Police immediately

You must at **Your** own expense provide **Us** with all details and evidence **We** request, including written estimates and proof of ownership of value. Any writ, summons or other legal document served on **You** in connection with a possible claim must be sent to **Us** immediately. **You** must not answer any correspondence without **Our** consent

6 Conduct of the Claim

You must give whatever information or assistance **We** request and must not admit deny or negotiate any claim without **Our** written consent

No property may be abandoned to **Us**

7 Subrogation

Before or after **We** pay **Your** claim under this Policy **You** must, if **We** ask **You**, take or allow **Us** to take in name, all the steps needed to enforce **Your** rights against any other person

We will pay the costs and expenses involved

8 More than One Condominium

If the Policy covers more than one Condominium, the limitations and exclusions shall apply separately to each Condominium as if they had been insured by separate policies

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

We will not pay for

1 Radioactive Contamination and War Risks

Any loss or damage to property, legal liability, expense, consequential loss or bodily injury directly or indirectly caused by or arising from or contributed to by

- a** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it
- c** war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

2 Sonic Bangs

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

3 Existing Damage

Any loss or damage occurring before cover commences

4 Wear and Tear

Wear and tear or any gradually operating cause

5 Consequential Losses

Consequential loss of any kind or description incurred by **You** except for any cover or Extensions that may have been included and specified in the Policy

6 Matching of Items

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 replacements cannot be matched

ATTACHED ENDORSEMENTS

DEDUCTIBLES ENDORSEMENT – CONDOMINIUMS (Full Cover)

This Endorsement attaches to and forms part of the policy and its Schedule whereby the following Deductibles apply to the insured property indicated when caused by the events shown:-

COVER 1 – THE BUILDINGS

\$ Deductible

- (a) Loss or damage following Fire Lightning or Explosion.....Nil
- (b) Loss or damage following Hurricane Cyclone Tornado Windstorm Earthquake or Tidal Wave including Flood or Overflow of the Sea occasioned thereby.....2% of Sum Insured

Noting the Minimum Deductibles are:-

- (i) Waterside Structures {Policy Extension of cover (e)}..\$1,000
- (ii) All Other Property (See Note i).....\$500

- (c) Loss or damage following any other insured event.....250

COVER 2 – THE CONTENTS

- (a) Loss or damage following Fire Lightning or Explosion.....Nil
- (b) Loss or damage following Hurricane Cyclone Tornado Windstorm Earthquake or Tidal Wave including Flood or Overflow of the Sea Occasioned thereby.....2% of Sum Insured

Noting the Minimum Deductible is \$500 (see Note i)

- (c) Loss or damage following any other insured event.....250

SATELLITE EQUIPMENT {Policy Extension of Cover (c)}

- (a) Loss or damage following Hurricane Cyclone Tornado Windstorm Earthquake or Tidal Wave including Flood or Overflow of the Sea occasioned thereby.....500
- (b) Loss or damage from any other insured cause..... 250

RADIO & TELEVISION AERIALS {Policy Extension of Cover (d)}.....50

NOTES – COVERS 1 AND 2

- (i) All Deductibles apply independently except that if COVERS 1 and 2 are both operative at one location then the minimum deductible to apply under Cover 1 (b) (ii) and Cover 2 (b) will be one amount of \$500
- (ii) If the Policy insures property at separate locations then all Deductibles apply Independently as though separate policies had been issued

ATTACHED ENDORSEMENTS (continued)

LIMITED PROPERTY COVER ENDORSEMENT – BUILDINGS

This Endorsement attaches to and forms part of the Policy and its Schedule whereby:

The Definition of the **Buildings** shown in the Policy in relation to Cover 1 is hereby amended and the **Buildings** covered by this Policy are limited to:

“ – The main building of the Condominium, including its lifts and landlord’s fixtures and fittings (including fitted carpets in common halls, stairways and other common parts)

- All air-conditioning installations and other fixed plant and equipment within the boundaries of the site”

thereby *excluding* loss or damage to

- (a) any outbuildings and other external **Buildings** items and structures of any description
- (b) any part of the main building of the Condominium below the level of the upper surface of the ground floor

Ref. Condo 2/95