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## HOME INSURANCE (Including Catastrophe)

*Our Home Insurance without Underinsurance*

Please read this Policy carefully and  
see that it meets your requirements



RoyalStar Assurance Ltd.  
P. O. Box N-4391    P. O. Box F-42673  
Nassau, Bahamas    Freeport, Grand Bahama

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**Issued by:**

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

In particular, make sure that:-

- all the details in the Schedule are correct (let us know immediately if any change is necessary).
- you understand the Section “Notes to Guide You in Making a Claim” at the back of the Policy.

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

## **INDEX AND POLICY GUIDE**

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

Page 3	Sets out the basis of the contract between you and the Company
Page 4	Defines certain words and expressions used in the Policy
Page 5	Section I: Insurance of the Buildings
Page 6	Optional Extension to Section 1
Page 8	Section II: Liabilities
Page 9	Sets out the Conditions which apply to the whole of the Policy
Page 9	Sets out the Exclusions which apply to the whole of the Policy
Page 10	Sets out the Conditions which apply in the event of a Claim
Page 11	Contains Notes to guide you in making a Claim

## **KEEPING US INFORMED**

We have issued this Policy to you on the basis of what you have told us about yourself, your family and your property. That is why the information given to us in your Proposal is so important and why it has been made the basis of the contract between you and the Company. Please, therefore, let us know immediately of changes that affect what you have told us; for example, if you move house or if anything happens to change the use, the nature, or the amount of the property insured.

## **HOME INSURANCE**

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

The Policy is evidence of the contract.

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

We will provide under those Sections which are shown in the Schedule the insurance described in the Policy during any Period of Insurance.

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

A handwritten signature in black ink, appearing to read "St Waters". The signature is fluid and cursive, with the first letters of "St" and "Waters" being prominent.

**General Manager  
RoyalStar Assurance Ltd.**

## **DEFINITIONS**

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

<b>Associated Costs</b>	The cost of removing debris, demolition, shoring-up or propping necessarily incurred in repair or replacement.
<b>Company/We</b>	RoyalStar Assurance Ltd.
<b>Electronic Equipment</b>	Any computer or other electronic equipment or system for processing storing or retrieving data and shall not be limited to any computer hardware, firmware or software, media, microchip, integrated circuit or similar device.
<b>Endorsement</b>	Any alteration made to the Policy and issued by the Company.
<b>Excess</b>	The first part of any claim which you have to bear.
<b>Fees</b>	Architects, Surveyors and Legal fees necessarily incurred in repair or replacement but excluding fees:-  (a) incurred in preparing or furthering any claim under this Policy (b) in excess of the scale fees for the appropriate professional body (c) which, in total, exceed 12 1/2% of the total sum insured on the Buildings
<b>Flood</b>	"inundation from the sea or resulting from the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam"
<b>Geographical Area</b>	As specified in the Schedule.
<b>Home</b>	The House together with its garages and outbuildings all used for domestic purposes
<b>House</b>	The private dwelling at the address shown in the Schedule.
<b>Insured</b>	You and members of your family (that is your wife/husband and children, sisters, brothers, parents and grandparents) who normally reside with you.
<b>Period of Insurance</b>	The period shown in the Schedule and any further period for which we accept your premium.
<b>Policyholder/You</b>	The person(s) named as Policyholder in the Schedule.
<b>Proposal</b>	The Application Form and any other information provided by you or on your behalf.
<b>Unoccupied</b>	Not lived in by any member of <b>Your Household</b> or by any other person with <b>Your</b> permission.
<b>Unfurnished</b>	Without sufficient furniture and furnishings for normal living purposes.
<b>Windstorm</b>	A tropical disturbance in which sustained winds exceed 39mph or 34 knots as verified by the Government Meteorological Department.

## **SECTION 1: INSURANCE OF THE BUILDINGS**

### **By Buildings we mean:-**

- (a) the Home and Landlords' fixtures and fittings
- (b) patios, terraces, footpaths, drives, walls, fences and gates
- (c) swimming pools and tennis courts.

### **Standard Cover**

**The Buildings are insured against** loss or damage by the following causes including that due to a change of temperature arising from the following causes (Paragraphs 1-14) inclusive).

- 1 Fire, Lightning, Explosion.
- 2 Smoke due to sudden, unusual and faulty operation of any heating or cooking unit whilst in the Home.
- 3 Storm and Flood other than as defined in paragraph 4.
- 4 Hurricanes, Cyclone, Tornado, Windstorm, Earthquake, Volcanic Eruption and Tidal Wave, including Flood following any of these causes.
- 5 Water or oil escaping from a fixed heating or cooling installation.
- 6 Riot, strikes or labour disturbances.
- 7 Malicious persons or vandals.
- 8 Theft or attempted theft
- 9 Falling trees or branches.

### **Exclusions**

- . Satellite television systems (including internal and external equipment), external television and radio antennae, antennae fittings, masts, towers and external panels and fittings forming part of a solar heating system, exceeding \$1,000 in total.  
Docks, jetties, piers, sea walls, or similar waterside structures.
  - . Damage by wet or dry rot.
  - . Damage by subsidence and/or heave of the site on which the Buildings stand or of land belonging to the Buildings, or landslip.
  - . Excess "B" shown in the Schedule applies to all causes, other than paragraph 1, unless stated otherwise.
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- 2 The faulty operation of cooking units which are not connected to a chimney by a smoke pipe or vent. Smoke from fireplaces or industrial apparatus.
  - 3 Loss or damage to fences or gates unless damage is caused to the Home or Landlords' fixtures and fittings at the same time.  
Loss or damage caused by Hurricane, Cyclone, Tornado, Windstorm, Earthquake, Volcanic Eruption and Tidal Wave, including Flood following any of these causes.
  - 4 Excess "C" shown in the Schedule.  
Loss or damage to fences or gates unless damage is caused to the Home or landlord's fixtures and fittings at the same time.
  - 5 Loss or damage occurring while your House has been left unoccupied and/or unfurnished for more than sixty days.
  - 6 Civil commotion assuming the proportions of or amounting to a popular rising.
  - 7 . Loss or damage caused by any of the Insured or by Tenants.  
. Loss or damage occurring while your House has been left unoccupied and/or unfurnished for more than sixty days.
  - 8 . Loss or damage caused by any of the Insured or by Tenants.  
. Loss or damage occurring while your House has been left unoccupied and/or unfurnished for more than sixty days.

- 10 Falling satellite television dishes, television or radio antennae, antennae fittings, masts, towers or solar heating panels.
- 11 Collision involving vehicles, animals, aircraft or aerial devices or anything dropped from them.
- 12 **If your House is made uninhabitable** by any cause insured by paragraphs 1 – 11, we will pay:
  - the rent you would have received but have lost including up to twelve months ground rent
  - the reasonable additional cost of comparable accommodation incurred but only if this House is your main residence during the period necessary to restore your House to habitable condition, subject to a maximum period of twelve months from the date of the loss or damage to your house.

**This Section also provides insurance against:**

- 13 Accidental damage for which you are legally responsible to cables or underground services supplying your Home.
- 14 Accidental breakage of glass or sanitary ware fixed to and forming part of your Home.

**Optional Extension to Section 1  
Insurance Of the Buildings**

**When stated in the Schedule this Section also provides insurance against:**

- 15 Accidental damage to the Buildings.

- 11 Loss or damage caused by domestic pets.
- 12 Any amount exceeding 10% of the Sum Insured on Buildings.  
Loss or damage caused by hurricane, cyclone, tornado, windstorm, earthquake, volcanic eruption and tidal wave including flood following any of these causes.
- 13 Excess "A" shown in the Schedule.
- 14 Excess "A" shown in the Schedule  
Loss or damage occurring while your House has been left unoccupied and/or unfurnished for more than sixty days.
- 15 Excess "A" shown in the Schedule.  
Damage while your House or any part of it is lent or let.  
The cost of maintenance.  
Damage by wear and tear, atmospheric or climatic conditions, vermin, insects, fungus or gradually operating cause.  
Any damage which is deleted by specific exclusion from the insurance provided by paragraphs 2 – 8.  
Faulty workmanship, defective design, the use of defective materials or damage caused by any of these.  
Movement, settlement or shrinkage in any part of the Buildings, or damage caused by any of them.  
Damage caused by movement of the land belonging to the Buildings  
Demolition of or structural alteration or structural repair to your Home, or damage caused by any of them.  
Loss or damage arising directly or indirectly from the actual or potential presence of mold, mildew or fungi of any kind whatsoever, whether or not directly or indirectly caused by or resulting from an insured peril.

## **Maintenance**

***Your policy does not cover you for the cost of wear and tear. IT IS NOT A MAINTENANCE CONTRACT. It is a condition of the Policy that you keep your property in good order and take reasonable steps to avoid damage.***

## **Automatic Increase in Sum Insured**

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

The percentage increase selected shall apply to the Sum Insured at the expiring renewal date unless otherwise instructed by the Insured.

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

## **Claims Settlement**

We will pay the cost of work carried out in repairing or replacing the damaged parts of the Buildings, including Fees and associated costs, as per the rate per square foot stated in the Schedule, but not the cost of complying with building regulations, Local Authority or other statutory requirements if notice of the need to comply was served upon you before the damage occurred or these relate to undamaged parts of the Buildings.

If the Buildings have not been maintained in good repair, we will pay the cost of repair or replacement less a deduction for wear and tear.

If repair or replacement is not carried out we will pay the reduction in market value resulting from the damage not exceeding what it would have cost to repair the damage to the Home if the repair work had been carried out without delay.

The maximum amount payable in aggregate under Paragraphs 1 – 11 and 13 – 15 is the Sum Insured shown in the Schedule less any Excess.

## **Sale of the Home**

If you enter into a contract to sell your interest in any Home insured by this Policy and, between exchange of contracts and completion of the sale the Home is damaged by any cause insured by Paragraphs 1 – 11 and 13 – 15, the purchaser shall be entitled to the benefit from this insurance in respect of such loss or damage when the sale is completed provided the Home is not otherwise insured by or on his behalf.

## **Automatic Reinstatement of the Sum Insured**

The Sum Insured under Section 1 will not be reduced following any claim, provided you carry out any recommendations we make to prevent further damage and the damage is made good without delay.

## **IMPORTANT NOTE**

***You must ensure your Sum Insured is kept up to date. If you extend or make improvements to your Home you will increase its rebuilding cost. REMEMBER TO INCREASE YOUR SUM INSURED.***

## **SECTION II: LIABILITIES**

- (a) **As owner or occupier of the Home, or in a personal capacity.**

**The Insured is indemnified against liability at law:**

For damages and/or claimants' costs in respect of accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during any Period of Insurance:

- (i) in or about the Home and incurred solely as occupier or owner of that part of the Home insured by Sections I or II of this Policy.
- (ii) incurred solely in a personal capacity (not as occupier or owner of any buildings or land).

The limit of indemnity for all damages and Claimants' costs resulting from one original cause is \$500,000. We will also pay defence costs and expenses incurred with our written consent. This paragraph includes indemnity after the Insured's death to legal personal representatives in respect of liability incurred by the Insured and covered by the Policy provided that the legal personal representatives observe the terms of this Policy as far as they can apply.

- (b) **As employer of domestic staff**

**The Insured is indemnified against liability at law** including liability under any specific legislation cited in the Schedule:

For damages and/or claimants' costs in respect of accidental bodily injury (including death, disease or illness) occurring during any Period of Insurance incurred as an employer to an employee under contract of service to the Insured and arising out of and in the course of such employment subject to a maximum limit of \$250,000 arising from any one cause and in the aggregate during any one period of insurance. We will also pay defence costs and expenses incurred with our written consent.

### **Jurisdiction Clause Applying to Section II (a) and (b)**

No compensation for damages will be payable unless judgement is delivered by or obtained from a court of competent jurisdiction within the Geographical Area, nor for judgements or orders obtained within the Geographical Area for the enforcement of a judgement obtained elsewhere.

No compensation for costs and expenses of litigation recovered by any Claimant from the Insured shall be payable by the Company which are not incurred in and recoverable within the Geographical Area.

### **Exclusions**

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

Injury or damage arising out of the profession or business of the Insured.

Injury or damage arising out of the ownership, possession or use by or on behalf of the Insured of mechanically propelled vehicles (except pedestrian controlled gardening implements), lifts, caravans, aircraft, hovercraft or boats.

Injury or damage arising out of the ownership or use of any dock, jetty, pier, sea wall, or similar waterside structure.

Liability assumed by agreement unless the liability would have existed without the agreement.

Liability for accidental bodily injury to an employee under contract or service to the Insured and arising out of and in the course of such employment.

Liability resulting directly or indirectly from the transmission of any communicable disease by any of the Insured.

Injury (including death, disease or illness) to any of the Insured.

Injury arising out of the profession or business of the Insured.

Liability assumed by agreement unless the liability would have existed without the agreement.

Injury to employees other than domestic staff.



## **CONDITIONS WHICH APPLY TO THE WHOLE POLICY**

### **1. Your Duty to Prevent Loss or Damage**

You must take all reasonable steps to prevent loss, damage or accidents and maintain the insured property in a sound condition.

### **2. Transfer of Interest**

You may not transfer your interest in the Policy without our written approval.

### **3. Cancellation of the Policy**

You may cancel this Policy at any time. If you cancel the policy you may be entitled to a refund of premium provided that no claim has been made during the current Period of Insurance.

We may cancel this Policy by giving you thirty (30) days' notice at your last known address. If we cancel the Policy we will refund the premium paid for the remainder of the current Period of Insurance.

## **EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY**

### **1. Radioactive Contamination**

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

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

### **2. War Risks**

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

### **3. Terrorism**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Any 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 any act of terrorism is also excluded.

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 organisation(s) or government(s), which from its nature or context is done for or in connection with 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.

### **4. Sonic Bangs**

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

### **5. Electronic Equipment**

Any loss damage or breakage directly or indirectly caused by or contributed to by or arising from the failure or inability of any Electronic Equipment, whether the property of the Insured or not, and whether occurring before, during or after the Year 2000.

- (i) to correctly recognize any date as its true calendar date

- (ii) to capture save or retain or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any Electronic Equipment being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

## 6. Cyber

This policy specifically excludes losses of any kind directly or indirectly caused by, arising from, or consisting of, in whole or in part by;

- (a) The use or misuse of the Internet or similar facility;
- (b) Any electronic transmission of data or other information;
- (c) Any computer virus or similar problem;
- (d) The use or misuse of any Internet address, Website or similar facility;
- (e) Any data or other information posted on a Website or similar facility;
- (f) Any loss of data or damage to any computer system, including but not limited to hardware or software (unless such loss or damage is caused by an earthquake, a fire, a flood, or a storm); or
- (g) The functioning or malfunctioning of the Internet or similar facility, or of any internet address, Website or similar facility (unless such malfunctioning is caused by an earthquake, a fire, a flood, or a storm); or
- (h) Any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright or patent).

## 7. Mold & Fungi

Notwithstanding any other provision in this policy, this policy does not cover:

Any loss or damage involving in any way the actual or potential presence of mold, mildew or fungi of any kind whatsoever, whether or not directly or indirectly caused by or resulting from an insured peril.

Any Bodily Injury, Property Damage or Medical Payment claim of any kind directly or indirectly relating to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever.

We will not defend any Insured with respect to any claim or "suit" seeking such damages.

We will not pay for any loss, cost or expense that any Insured may incur in testing for, monitoring, removing, treating or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever.

## 8. Asbestos

Liability directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## CONDITIONS WHICH APPLY IN THE EVENT OF A CLAIM

### Notification of a Claim

1. If loss, damage or liability occurs which may result in a claim under this Policy, the action you must take depends upon the type of claim:
  - Riot - tell us immediately.
  - Theft, malicious damage or vandalism – tell the Police immediately and tell us as soon as possible.
  - Legal liability for injury or damage – tell us no later than thirty (30) after the injury or damage has occurred; send us immediately any writ, summons or other legal documents served on you or your family.
  - Any other claims - tell us no later than thirty (30) days after the loss or damage has occurred.
2. You must provide us, at your expense, with all the details and evidence which we ask for concerning the cause and amount of any damage or injury.

## **Rights and Responsibilities**

3. We may enter any building where loss or damage has occurred and deal with the salvage but no property may be abandoned to us.
4. The Insured must not admit, reject or negotiate on any claim without our written consent.
5. We may take over and conduct in the name of the Insured with complete and exclusive control, the defence or settlement of any claim.
6. We may also start legal action in the name of the Insured (but at our expense and for our own benefit) to recover from others, compensation in respect of anything covered by this Policy.
7. The Insured must give us all the help and information we may need to settle or defend any claim or to start legal proceedings.

## **Other Insurances**

8. If at the time of any incident which results in a claim under this Policy there is any other insurance covering the same damage or liability or any part of it, we will only pay our rateable proportion of the claim.

## **Arbitration**

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

## **NOTES TO GUIDE YOU IN MAKING A CLAIM**

### **What you should do:**

1. Check that the claim is covered by the Policy. Each Section of your Policy contains details of what is insured, what is excluded and how claims are settled.

#### **To check that you have a valid claim –**

- (i) Refer to the relevant Section of the Policy, e.g., Buildings.
  - (ii) Establish the cause and consult the relevant paragraph of your Policy to ensure that this cause is covered
  - (iii) Ensure the Claim is not excluded from the relevant paragraphs
  - (iv) Check you have complied with all conditions relevant to your claim - see page 10.
  - (v) Read the Claims settlement paragraph of the relevant Section.
2. Tell us no later than thirty (30) days after the loss or damage has occurred, by using our Claim Advice Form, by telephone or by letter.

#### **Notes**

- (a) Immediate advice is essential if the damage is serious or caused by riot
  - (b) One Claim Advice form can be obtained from your Agent or from our office.
3. If necessary tell the Police.
  4. Obtain estimates as soon as possible for repairing the damage. Any temporary repairs necessary to make your property weatherproof (if, for example, the roof has been damaged) can be put in hand immediately. However, we should be given an opportunity of inspecting the damage before permanent repairs are done.
  5. If somebody is holding you responsible for damage to their property or bodily injury to them then follow the procedure in Paragraph 1 above.

### **What we will do**

1. Where the damage is serious we will arrange for someone to call upon you as soon as possible.
2. In other cases, we will let you know if we need any more information. In most cases, we will be able to settle your claim on the basis of the details contained in the Claim Advice Form.