
COMMERCIAL THEFT INSURANCE

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

Issued by: Abaco Insurance Agency Ltd.

Please note:

- (a) items covered by this Policy may be subject to average (see General Condition 2);
- (b) the Sums Insured in the Policy will be reduced by the amount of any claims paid until the next renewal date;
- (c) if further claims arise before that date the application of Average to a reduced Sum Insured may have the effect of increasing the proportion of the loss which the Insured will have to bear;
- (d) on request, following a claim, the Company will consider reinstating the original Sums Insured. An additional premium revised terms and further precautions may be necessary.

This Policy the Schedule and any Memorandum thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

RoyalStar Assurance Ltd.

The Insured and the Company agree:

1. The Proposal shall be incorporated in and be the basis of the Contract;
2. The Insured will pay the Premium;
3. The Company will provide the Insurance subject to the terms of this Policy;
4. The following shall be conditions precedent to any liability of the Company:
 - (a) observance of the terms of this Policy relating to anything to be done or complied with by the Insured;
 - (b) The truth of the Proposal.

Interpretations

For the purposes of this Policy:

1. **Proposal** shall mean any signed Proposal Form and Declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor;
2. **Theft** shall mean an actual theft or an attempt thereat
 - (a) accompanied by any actual forcible and violent entry into or exit from any Building at the Premises
 - or**
 - (b) following assault or violence to any person or threat thereof.
3. **Building** shall mean
 - (a) any building other than an outbuilding
 - or**
 - (b) that part of any building other than an outbuildingoccupied exclusively by the Insured for the purposes of the Business.
4. **Money** shall mean cash, bank notes, currency notes, cheques, postal and money orders, bills of exchange, giro cheques and drafts, credit company sales vouchers, luncheon vouchers, gift tokens, telephone cards, trading stamps, postage stamps and stamps of any other kind.

Insurance

The Company will by payment (or at its option by repair reinstatement or replacement) indemnify the Insured in respect of loss of or damage to any part of the property while within the Premises as the direct result of Theft happening during any Period of Insurance but not exceeding in any Period of Insurance so far as each item is concerned the Sum Insured or in all the Total Sum Insured.

Provided such damage is not otherwise insured the Company will in addition by payment (or at its option by repair reinstatement or replacement) indemnify the Insured in respect of damage for which the Insured shall be liable caused to any Building at the Premises resulting directly from Theft happening during any Period of Insurance up to an amount not exceeding ten percent (10%) of the Total Sum Insured in any Period of Insurance.

EXCEPTIONS

The Company shall not be liable in respect of:-

1. Loss or damage:
 - (a) of or to:-
 - (i) Money or Securities;
 - (ii) Glass if more specifically insured;
 - (iii) any part of the Property while in the open or in any outbuilding, unless specified in the Schedule or by endorsement;
 - (iv) any cash register when the Premises are closed for business unless such cash register has been left open;
 - (v) gaming amusement or vending machines or the contents thereof;
 - (vi) business books documents and manuscripts, unless specified in the Schedule or by endorsement;
 - (vii) computer systems records.
 - (b) expedited or in any way brought about by the Insured or any member of the Insured's family household or any employee of the Insured or by any person lawfully on the premises;
 - (c) by or consequent upon fire or explosion.
2. Consequential loss or damage of any kind or description;
3. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising 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 Exception only combustion shall include any self-sustaining process of nuclear fission;
4. Any loss destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material;
5. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
6. 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 notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance. 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.

7. 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).
8. 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 any peril insured under this Policy.
9. 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.

CLAIMS CONDITIONS

1. Fraud – Forfeiture of Cover

If any claim shall be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy all benefit hereunder shall be forfeited;

2. Notification and Procedure

On the discovery of any event which may give rise to a claim under this Policy the Insured shall:-

- (a) forthwith give written notice to the Company stating all particulars then known to the Insured;
- (b) notify the Police immediately;
- (c) take all practical steps to discover any guilty person and recover the property lost;
- (d) Within thirty (30) days after the event or within such further period as the Company may agree, supply at the request of and free of expense to the Company all such proofs, information and other evidence with respect to the claim as the Company may reasonably require including:-
 - full information in writing about the claim;
 - details of all other insurances relating to the claim;
 - all business invoices, accounts and other documents in support of the claim.

3. Recoveries

The Company shall be entitled in the Company's own or the Insured's name to take steps for the recovery of any part of the Property lost or for securing reimbursement in respect of any loss or damage and the Insured shall give the Company all information and assistance in so doing.

4. Right of Ownership after Payment

Upon payment of any claim under this Policy (other than for repair) any part of the Property in respect of which payment is made shall belong to the Company subject to the Insured's right to reclaim it upon repayment to the Company of the amount so paid.

5. Other Insurances – Contribution

If at the time any claim arises under this Policy there be any other insurance covering the same loss or damage the Company shall not pay more than its rateable proportion of such claim.

6. Differences

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the laws in force in the territory in which this Policy is issued. Where any difference is by this Condition to be referred to Arbitration the making of an Award shall be a condition precedent to any right of action against the Company.

GENERAL CONDITIONS

1. IMPORTANT - Security Measures – Insured's Duties

- (a) The Insured shall take all reasonable precautions to prevent loss and damage;
- (b) All locks bolts intruder alarm systems and other protective devices shall be in full operation during any time the Premises are left unattended or closed for business;
- (c) All keys (including those relating to any part of the intruder alarm system) shall be:-
 - (i) removed from the Premises,
 - or**
 - (ii) placed within a locked safe or strongroom in any Building provided the keys to such safe or strongroom are removed from the Premises, during any time the Premises are left unattended or closed for business.
- (d) All notes of combination lock letters and numbers for safes and strongrooms must be removed from the Premises at all times that the Premises are left unattended or closed for business;
- (e) The Insured shall maintain in force during the currency of this Policy a maintenance contract in respect of every intruder alarm system installed at the Premises. Such contract shall be effected with the supplier of the system or a contractor which is fully approved by the supplier of the system;

- (f) The Insured shall immediately notify the Company if written notice is received from the relevant Police force that response to alarm signals from the Premises may be withdrawn;
- (g) The Insured shall notify the Company and obtain the Company's agreement prior to replacing, extending or otherwise modifying any intruder alarm system including all lines and equipment used to transmit signals to and from the Premises;

2. Underinsurance Condition (Average)

Unless otherwise stated the Sum Insured for each Item of this Policy will be subject separately to the following condition. If the total value of all Property covered under an item shall at the time of loss or damage be greater than the Sum Insured thereon the Company will pay only that proportion of the loss or damage which the Sum Insured bears to such value.

3. Changes in Risk – Notification to the Company

If after the acceptance of this insurance by the Company there be any change in the circumstances of the risk the Insured shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss or damage occurring subsequent to such change unless its written acceptance thereof has been obtained.

4. Transfer of Interest

The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

5. Cancellation

The Company or the Insured may cancel this Policy by giving seven (7) days' notice in writing to the other party at its last known address. If the Company gives such notice the Insured shall thereupon become entitled to a proportionate return of premium otherwise the Insured shall only be entitled to a return of premium in accordance with the Company's usual short period scale provided that no claim has been made in the then current Period of Insurance.