



# STATE INSURANCE

## COMPANY LIMITED

Redcliffe Street P.O. Box 290 St. John's Antigua. W.I.  
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### HOUSEHOLD INSURANCE POLICY

Whereas the Insured, by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

Now this Policy Witnesseth: -

In respect of events occurring during the Period of Insurance and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy)

#### SECTION I. LOSS OF OR DAMAGE TO THE BUILDINGS

The Company will, subject to the Limits of Liability, indemnify the Insured against;

- (a) loss or damage to the Buildings caused by an Insured Peril.
- (b) accidental damage to underground water and sewage pipes

##### EXCLUDING

Damage to septic tanks and pits

- (c) accidental breakage of sanitary fixtures and fixed glass

##### EXCLUDING

(i) The first \$250 of each and every loss.

(ii) Loss or damage occurring whilst the buildings are lent, let or sublet.

The Company may at its option repair, reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage.

#### SECTION II - LOSS OF OR DAMAGE TO THE CONTENTS

The Company will, subject to the Limits of Liability, indemnify the insured against:

- (A) Loss or damage to the Contents, whilst contained in the Buildings, caused by an Insured Peril.

The indemnity provided by Section II (A) shall extend to apply to the Contents whilst temporarily removed from the Buildings but remaining in Antigua and Barbuda

Provided that:

- (1) this extension shall not apply to

- (a) property otherwise insured

- (b) property removed for sale or exhibition or to a furniture depository

- (2) the amount recoverable under this extension shall not exceed 15 percent of the Total Sum Insured on Contents

- (B) Breakage of mirrors, other than hand mirrors, whilst contained in the Buildings.

The Company may at its option repair, reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage.

#### SECTION III - LOSS OR DAMAGE TO SERVANTS' PROPERTY

At the request of the Insured the Company will, subject to the Limits of Liability, provide indemnity against loss or damage to personal effects of any domestic servant of the Insured caused by an Insured Peril whilst such personal effects are contained in the Buildings or in any private dwelling, boarding house, lodging house, hotel or inn within Antigua and Barbuda in which such servant is residing with the Insured or any member of the Insured's family normally residing with him.

Provided that:

- (1) such servant

- (a) shall as though he were the Insured observe, fulfill and be subject to the Terms of this Policy so far as they can apply

- (b) is not entitled to indemnity under any other policy

no indemnity shall be provided under this Section for loss or damage which would not have given rise to a valid claim under Section II had the property lost or damaged formed part of the Contents.

#### SECTION IV - ADDITIONAL EXPENSE OF ALTERNATIVE ACCOMMODATION AND LOSS OF RENT

In the event of the Buildings being rendered uninhabitable by an Insured Peril, the Company will, subject to the Limits of Liability, indemnify the Insured against

- (i) reasonable additional expense for alternative accommodation

- (ii) loss of rent payable to the Insured

actually, by the Insured during the period necessary for the reinstatement of the Buildings.

#### SECTION V ARCHITECTS AND QUANTITY SURVEYORS' FEES

The Company will, subject to the Limits of Liability, indemnify the Insured against Architects' and Surveyors' Fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the buildings insured by this Policy following destruction or damage by any peril hereby insured against excepting insofar as the Company elects to reinstate or replace wholly or in part any property so damaged or destroyed. The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

#### SECTION VI - COST OF REMOVAL OF DEBRIS

The Company will, subject to the Limits of Liability, indemnify the Insured against costs and expenses necessarily incurred by the Insured in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the buildings insured by this policy destroyed or damaged by an insured peril.

#### SECTION VII - LIABILITY TO THE PUBLIC

The Company will, subject to the Limits of Liability, indemnify the Insured against all sums for which the Insured may be legally liable:

(A) as owner of the Buildings  
(B) as a private householder occupying the Buildings  
in respect of  
(1) accidental bodily injury (whether fatal or not)  
(2) accidental damage to property  
occurring in or about the Buildings during the Period of Insurance.

Provided that the Company shall not be liable in respect of:

- (a) bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such injury engaged in and upon the service of the Insured
- (b) damage to property belonging to or in the charge of or under the control of the Insured or a member of the Insured's family or household or of a person in the service of the Insured
- (c) bodily injury or damage arising out of or incidental to
  - (i) the Insured's profession or business
  - (ii) the use of lifts, elevators or vehicles
- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (e) compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Antigua and Barbuda

In addition, in respect of a claim to which the indemnity expressed in this Section applies, the Company will pay;

- (a) all costs and expenses recovered by any claimant from the Insured
- and (b) all costs and expenses incurred with the written consent of the Company.

Provided that the Company shall not be liable in respect of costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Antigua and Barbuda

In the event of the death of the Insured the Company will, in respect of the liability incurred by the Insured, indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such: person - al representatives shall as though they were the Insured observe, fulfill and be subject to the Terms of this Policy so far as they can apply.

For the purpose of this Section and expression "the Insured" shall be deemed to include the husband or wife of the Insured.

#### SECTION VIII- COMPENSATION FOR DEATH OF THE INSURED

If the Insured whilst at the Buildings shall suffer bodily injury caused by violent external and visible means and sustained as a result of the fire or caused by thieves and if such bodily injury shall within three calendar months result in the death of the Insured the Company will, subject to the Limits of Liability, pay compensation to the Insured's personal representatives.

#### INSURED PERILS

- (1) FIRE, LIGHTNING, THUNDERBOLT OR SUBTERRANEAN FIRE
- (2) EXPLOSION
- (3) RIOT AND STRIKE which for the purpose of this Policy shall mean:

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 Excluded Peril).

The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequence of any such disturbance.

The willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock out.

The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequence of any such act.

MALICIOUS DAMAGE which for the purpose of this Policy 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 General Exception 1 of this Policy.

EXCLUDING

the first \$250 of each and every loss

any loss or damage arising out of or in the course of theft, whether accompanied by actual forcible and violent breaking into or out of a building or not, or any attempt thereof.

AIRCRAFT OR OTHER AERIAL DEVICE or any article dropped therefrom.

BURSTING OR OVERFLOWING OF A WATER TANK, APPARATUS OR PIPE

EXCLUDING

- (a) under SECTION 1 the first \$250 in respect of each and every loss.
- (b) under SECTION 1 loss or damage occurring while the Buildings are left unfurnished.
- (c) damage caused to such water tank, apparatus or pipe.

THEFT ACCOMPANIED BY ACTUAL FORCIBLE AND VIOLENT BREAKING into or out of a Building or any attempt thereof

Provided that under SECTIONS II and III during any period when the Buildings are left without an inhabitant cover against Theft is suspended from the beginning of the forty-first day of such unoccupancy.

IMPACT WITH THE BUILDINGS by any road vehicle, horse or cattle not belonging to nor under the control of the Insured or any member of his/her family normally residing with him/her.

EARTHQUAKE OR VOLCANIC ERUPTION, including Flood or Overflow of the Sea occasioned thereby.

EXCLUDING

- (a) under SECTION I the first \$250 of each and every loss.

HURRICANE, CYCLONE, TORNADO OR WINDSTORM including Flood or Overflow of the Sea occasioned thereby,

EXCLUDING

- (a) under SECTION I
  - (i) SUBSIDENCE OR LANDSLIP
  - and
  - (ii) The first \$250 of each and every loss.

- (b) under SECTIONS II and III property in transit or on the person.

(11) FLOOD or OVERFLOW OF THE SEA not occasioned by Insured Peril (9) or (10) above

EXCLUDING

- (a) Under SECTION I
  - (i) SUBSIDENCE OR LANDSLIP and
  - (ii) The first \$250 of each and every loss.

- (b) under SECTIONS II and III property in transit or on the person.

#### EXCLUDED PERILS

- (a) As regards Insured Perils (2) (3) and (4) only.

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.

(b) HURRICANE, CYCLONE, TORNADO OR WINDSTORM as regards any building in course of construction, reconstruction or repair (unless all outside doors, windows and other openings thereto are complete and protected against such perils), awnings, blinds, signs, external television and radio antennae, aerials, aerial fittings, masts and towers or other outdoor fixtures and fittings including gates and fences.

#### JURISDICTION CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided herein respect of accidental death, bodily injury or accidental loss of or damage to property shall not apply to Compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Antigua and Barbuda.

Costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in Antigua and Barbuda.

#### CONDITIONS

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it may appear.

The Insured shall: -

Use a reasonable diligence and care to keep the Buildings in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime to use such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for any injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body

and (b) exercise all reasonable precautions for the maintenance and safety of the property insured under Sections II and III.

In the event of any happening, which may give rise to a claim under this Policy, the Insured (or in the case of a Claim under Section VIII the Insured's personal representatives)

shall give immediate notice in writing to the Company

if there has been theft or any attempt threat, - shall give immediate notice to the police

shall at his/her (or their) own expense supply the Company with full particulars in writing as soon as possible and in the case of a claim under Section I, II or III not later than thirty days after the occurrence of the loss or damage

if a claim may arise under Section VII shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings

shall not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent

shall give the Company all such information as the Company may reasonably require.

4. The Company shall be entitled:

(a) on the happening of any loss or damage for which indemnity is provided under Section I, II or III, to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy, or any copy thereof certified by the Company, shall be proof of leave and license for such purpose but no property may be abandoned to the Company

(b) to undertake in the name and on behalf of the Insured the absolute conduct, - control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit, but in the name of the Insured, to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy

(c) to pay at any time to the Insured the Limit of Liability Under Section VII or any lesser amount for which any claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that Section in connection with such claim or claims except for costs and expenses recoverable from the Insured or Incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment

5. If the property hereby Insured shall, at the time of any loss, be collectively of greater value than the sum Insured thereon, then the Insured shall be considered as being his/her own insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one of the Schedule shall be separately subject to this condition

If at the time of any loss damage or liability covered by this Policy there shall be any other insurance covering such loss damage or liability or any part thereof the Company shall not be liable for more than its ratable proportion thereof.

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.

8. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued. The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability hereunder.

9. This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the Premium shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium, The Policy may also be cancelled by the Company by seven days' notice given in writing to the Insured at his/her last known address and the Premium shall be adjusted on the basis of the Company receiving or retaining pro rated premium. Such notice shall be sufficiently given if delivered personally to the insured (or if a Company by delivery at the Registered Office of the Company or to any officer of the Company (or to the Company Secretary) or if sent by registered post addressed to the insured at his/her (or if a Company its) last known address. In the latter case service shall be deemed to have been effected on the day after postage.

10. If any difference arises as to the amount of any loss or damage, such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at the meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively and in the event of the death of an arbitrator or umpire another shall in each case be appointed in his/her stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire

making the award, It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed, shall be first obtained.

IN WITNESS WHEREOF, the STATE INSURANCE Company has caused this policy to be signed by its General Manager at Antigua and countersigned on the declaration page by a duly authorized representative of the Company

SIC/LGMF  
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HOUSEHOLD POLICY
No.:
INSURED
Insured's Name
Address
PLEASE READ YOUR POLICY IN FULL, INCLUDING ITS CONDITIONS, AND IF IT DOES NOT MEET YOUR REQUIREMENTS, RETURN IT IMMEDIATELY FOR ALTERATIONS

Transacting: -FIRE, HOUSEHOLD, LOSS OF PROFITS, MOTOR, CONTRACTOR'S INDEMNITY, LIABILITY, BURGLARY, MONEY, FIDELITY, TRAVEL, ACCIDENT, ALL RISK, GLASS, MARINE, AND ALL CLASSES OF GENERAL INSURANCE.