

Welcome to Your Private Home Insurance Policy

Thank you for choosing to insure with Alliance Insurance. Please read this carefully as this **policy** document and the **policy schedule** have been designed to provide **you** with all the details of the terms and conditions you need to know about **your policy**.

If you have any queries or complaints, please do not hesitate to **Contact Us**:

4225858

Lines open

Monday to Friday 8:30 am – 4:30 pm

Email us

info@allianceinsurance.sc

Write to us

Alliance Insurance

P.O. Box 87

Kanna Mall

Victoria

Mahe

Or visit us online at

www.allianceinsurance.sc



Contents

Introduction to Your Private Home Insurance Policy	3
Definitions	3
Section 1 Buildings	6
Section 2 Contents	8
Section 3 Contents - Jewellery, Furs and Personal Effects	9
Section 4 Settling Claims	9
Section 5 Liability to the Public	10
Section 6 Guidelines to making a claim	11
General Exclusions	12
General Conditions	14

Introduction to Your Private Home Insurance

This document, is made up of several different parts, such as the **proposal form** and **schedule** which must be read together as they form part of **your** contract. They set out exactly what **you** are covered for as well as **your** and **our** rights and responsibilities. Please take time to read them carefully to ensure that they give **you** the cover **you** want. If **you** wish to change anything or should there be errors on the documentation, please advise **us** immediately.

Your policy and the information you have provided to **us** form the contract of insurance between **you**, the policyholder, and **us**, Alliance Insurance.

It includes:

- a) The **proposal form**;
- b) The **schedule**, this document includes **your** details and applicable covers;
- c) The **policy wording** in this booklet;
- d) Any **Endorsement(s)** which applies.

All the above documents should be read together to avoid misunderstanding.

In return for paying or agreeing to pay the **premium**, **we** will provide the cover that you have chosen, subject to the terms, definitions, limitations, exclusions and conditions of the policy during the **period of insurance**.

Definitions

Wherever the following words or phrases appear with **your** policy, they will have the meaning as described below and will be shown in **bold**.

Aircraft - any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

Accidental damage - an event which is unexpected, not intended or designed resulting from the sudden effect of a precise external cause. The term "**accident**" does not include the cumulative result of a series of incidents happening progressively over a period of time.

Accidental and/or bodily injury - identifiable physical injury to the body that results from a covered loss which is caused directly and solely by an accident, which is not intentionally self-inflicted and this does not include any sickness, disease or medical disorder.

Approved contractor - a contractor from **our** approved network authorized to assess and repair **your building** which has been damaged as a result of an insured cause.

Buildings - the home, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, and fixed tanks providing fuel to the home, fixtures, and fittings. These must all be at the address shown on **your schedule**.

Business - a part-time or full-time trade, occupation or profession, including farming or stud activities, other than **incidental business**.

Business equipment - Office furniture, computers and other keyboard based office equipment, printers, fax machines, photocopiers, telephones and answerphones that **you** own or are legally responsible for and used for business or professional purposes.

Contents - fine art, jewellery, household goods (including domestic gardening equipment and quad bikes) and personal property owned by, or in the possession of, you or a family member for which a **sum insured** is shown in the **contents** section of **your schedule**.

Date of Loss or Damage - the date upon which the loss or damage occurs.

Death - this means death resulting solely and directly from **accidental Injury** occurring within 12 months of the date of the **accident**.

Domestic Employee - a person directly employed by **you**, solely to carry out domestic duties in **your home** and/or its garden.

Endorsement - a change to the terms and conditions of **your** policy which may be included in this document or issued separately in **your schedule**.

Excess - the first amount of any claim for which **you** are responsible for and as stated in **your schedule**.

Explosion - destruction of or damage to the property insured (whether by fire or otherwise) directly caused by explosion but excluding destruction or damage to vessels, machinery or apparatus or their contents resulting from the explosion thereof.

Family member - any member of **your** household who resides with **you** on a permanent basis.

Fine art - paintings, etchings, statuary, antiques and other genuine works of art with historical value or artistic merit.

Flood - an invasion of the property by a large volume of water caused by a rapid build-up or sudden release from outside the buildings.

Home - the house or flat and its outbuildings (including garages), at the address shown on **your schedule**, all used for domestic purposes.

Indemnity - **our** duty to compensate **you**, so that a claim settlement leaves **you** in the financial position **you** were in immediately before the event giving rise to the claim.

Jewellery - articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals. This also includes watches and set or unset gemstones.

Landslip - Movement of land down a slope.

Market value - the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially similar.

Period of Insurance - the period **you** are covered for as shown on **your certificate of insurance** and **schedule**.

Personal Belongings - clothes and personal items **you** own or which **you** are looking after.

Personal Money - cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season and travel tickets, pre-loaded cash cards and phone cards, all held for social, domestic or charitable purposes.

Policy - the document evidencing the existence of a contract of insurance between **you** and **us**.

Proposal form - a form completed by **you** when applying for an insurance cover with **us**. This forms the basis of the **policy**.

Riot or Strike

- a) Any act committed in the course of a disturbance of the public peace by any person taking part together with others in such disturbances; or
- b) Any willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lockout whether or not such act is committed in the course of a disturbance of the public peace.
- c) Any act of any lawfully constituted authority for the purpose of suppressing or minimizing the consequences of any existing disturbances of the public peace, or for the purpose of preventing any such act as is referred to in (b) above or minimizing the consequences thereof.

But loss or damage caused by any such act as is referred in (b) above, unless such is committed in the course of disturbance of the public peace (but shall not include any loss or damage by howsoever such fire may have been caused or any loss or damage arising out of or in the course of burglary, housebreaking theft or caused by person taking part therein).

Schedule - a document which includes **your** details and specifies the cover, limits and endorsements that apply to **your** **policy**.

Settlement - downward movement of the land beneath the **buildings** as a result of compaction due to the weight of the **buildings**.

Seychelles - all islands of **Seychelles**.

Storm - an unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow.

Standard construction - constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt, and corrugated iron or of any entirely incombustible mineral ingredients.

Subsidence - downward movement of the land beneath the **buildings** that is not as a result of **settlement**.

Sum insured - the maximum amount payable by **us** under the **policy** in respect of any claim for loss or damage following the occurrence of an insured event.

Unoccupied - not lived in by **you** or anyone who has **your** permission or does not contain enough furniture for normal living purposes.

We, our, us - Alliance Insurance.

You, your - the policyholder or a **family member** and any additional insured named in the **schedule**.

Your vehicle - a self-propelled road vehicle with an engine designed to carry the recommended number of passengers, as specified in **your schedule**.

Section 1 - Buildings

We will insure the **building(s)** of the private **home** stated in the **schedule**, of **standard construction** and except as otherwise mentioned including fixtures and fittings.

We will provide cover for loss or damage to the **buildings** caused by any of the following:

- a) **Fire, Lightning, Earthquake and Explosion.**
- b) **Storm or Flood** excluding:
 - i) Loss or damage as a result of **subsidence** or **landslip**;
 - ii) Loss or damage to domestic outbuildings and garages, fences, walls, gates, swimming pool, tanks in the open unless specifically shown on the **schedule**;
 - iii) Any cracks to the foundation or walls arising therefrom.
- c) **Escape or bursting or overflowing of water tanks, apparatus or pipes** excluding:
 - i) Loss or damage that happens after the **home** has been left **unoccupied**;
 - ii) to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the **home**;
 - iii) Loss or damage to domestic outbuildings and garages, fences, walls, gates, swimming pool, tanks in the open unless specifically shown on the **schedule**;
- d) **Burglary, Housebreaking, Theft or attempted theft thereof following upon Violent or Forcible Entry/Exit of the buildings** excluding:
 - i) Loss or damage that happens after the **home** has been left **unoccupied**;
 - ii) During the progress of or following upon Earthquake, War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not) Civil War, Rebellion, Revolution, Insurrection military or usurped Power, Riots, Strikes or Civil Commotion or from loot or Pillage in connection therewith.
- e) **Malicious damages** excluding:
 - i) Loss or damage that happens after the **home** has been left **unoccupied**;
 - ii) Loss or damage caused by **you**, a **family member**, your **domestic employee**, lodgers, paying guests or tenants, and any person that you or your family has allowed into the home.
- f) **Aircraft or other flying/aerial devices or anything falling from them.**
- g) **Impact by any vehicle or animal** excluding loss or damage caused by any vehicle or animal belonging to or under **your** control or any **family member** of the **home**.
- h) **Riot, Civil unrest, Strikes, or labour or political disturbances** excluding loss or damage that happens after the **home** has been left **unoccupied**.
- i) **Falling trees and branches** excluding:
 - i) Loss or damage from an uninsured cause;
 - ii) Caused during tree felling, lopping or topping;
 - iii) The cost of removing fallen trees or branches that have not caused damage to the buildings;
 - iv) Removing the part of the tree that is still below ground and restoring the site.

- j) **Accidental breakage of glass and sanitary ware fixed to and forming part of your home** excluding;
- i) The **excess**, being Scr. 500.00 or 10% (ten percent) of the loss, whichever is the greater, for each and every loss;
 - ii) Damage to or the cost of removing or restoring frames, windows fittings or other obstructions to replacement;
 - iii) Breakage of property which was not in sound conditions (and in the case of fixtures, securely fixed) at the time of the breakage and;
 - iv) Breakage of property occurring whilst the **home** has been left **unoccupied**.
- k) **Accidental damage to underground supply pipes and cables extending from the building to the public mains** excluding;
- i) Loss or damage that happens after the **home** has been left **unoccupied**.
 - ii) Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life;
 - iii) Damage by water escaping which results in **subsidence**, movement, **settlement** or shrinkage of any part of **your buildings** or of the land belonging to **your buildings**;
 - iv) Damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover;
 - v) Damage caused by the coast or a riverbank being worn away;
 - vi) Damage caused by or from demolition, alteration or repair to **your home**;
 - vii) Damage caused by or from poor or faulty design, workmanship or materials;
- l) **Fatal injury** to the Insured or to the Insured's spouse, or both, occurring at the premises stated in the **schedule**, occasioned by outward and visible violence caused by thieves and larcenists or by Fire, provided that:
- i) **Death** ensues within twelve months of such injury;
 - ii) **Our** liability shall not exceed **Scr. 200,000.00** per person.
- m) **Loss of Rent**;
- Should **you** be unable to recover rent due to **you** in consequence of the **building(s)** becoming uninhabitable following damage caused by any of the insured perils; **we** will pay up to **5% (five)** of the **sum insured** on such **building(s)** or **Scr. 10,000.00** per month up to a maximum of 12 (twelve) months whichever is the lower, in respect of each and every loss.
- n) **Alternative Accommodation**;
- We** will pay costs up to 12 (twelve) months of alternative accommodation necessarily incurred by **you** as occupier if the **building(s)** are rendered uninhabitable by any of the insured perils, **not exceeding 5% (five)** of the **sum insured** of the **buildings**, damaged or destroyed or **Scr. 10,000.00** whichever is the lower, excluding;
- i) Any costs that you:
 - Have to pay once the home becomes habitable again;
 - Agree to pay without our written permission.
 - ii) The cost of alternative accommodation for anyone who is not a **family member**.
 - iii) Any costs arising from damage by any cover listed elsewhere in the **buildings** section and which is specifically excluded under that cover.
- o) **Emergency Services**
- Damage caused by the emergency services while getting into the **buildings** to deal with an emergency excluding damage by any cover listed elsewhere in the **buildings** section and which is specifically excluded under that cover.

Section 2 - Contents

We will insure the **contents** (as described in the private **home contents** evaluation form) within the **building(s)** and as stated in the **schedule**, of **standard construction** and except as otherwise mentioned.

Contents are as per the definition found on page 4, excluding;

- Motor vehicles, caravans, trailers, or water craft and accessories attached thereto;
- Livestock;
- Any part of the buildings;
- Any property specifically insured against the perils covered hereby under any other insurance;
- Jewelry, furs and personal effects are more specifically covered under Section 3 of this policy.

We will provide cover for loss or damage to the **contents** within the **building(s)** caused by any of the following:

- a) **Fire, Lightning, Earthquake and Explosion.**
- b) **Storm or Flood** excluding:
 - i) Loss or damage as a result of **subsidence** or **landslip**;
 - ii) Loss or damage to **contents** found in domestic outbuildings and garages, fences, walls, gates, swimming pool, tanks in the open unless specifically shown on the **schedule**;
 - iii) Loss or damage to contents left in the open.
- c) **Escape or bursting or overflowing of water tanks, apparatus or pipes** excluding:
 - i) Loss or damage that happens after the **home** has been left **unoccupied**;
 - ii) Loss or damage to **contents** found in domestic outbuildings and garages, fences, walls, gates, swimming pool, tanks in the open unless specifically shown on the **schedule**.
- d) **Burglary, Housebreaking, Theft or attempted theft thereat following upon Violent or Forcible Entry/Exit of the buildings** excluding:
 - i) Loss or damage that happens after the **home** has been left **unoccupied**.
- e) **Malicious damages** excluding:
 - i) Loss or damage that happens after the **home** has been left **unoccupied**;
 - ii) Loss or damage when the **home** is lent, let or sub-let to anyone other than **your family** unless force and violence has been used to get into or out of the **home**.
- f) **Aircraft or other flying/aerial devices or anything fall from them.**
- g) **Impact by any vehicle or animal** excluding loss or damage caused by any vehicle or animal belonging to or under **your** control or any **family member** of the **home**.
- h) **Riot, Civil unrest, Strikes, or labour or political disturbances** excluding loss or damage that happens after the **home** has been left **unoccupied**.
- i) **Falling trees and branches** excluding:
 - i) Loss or damage from an uninsured cause;
 - ii) Caused during tree felling, lopping or topping.

- j) **Accidental breakage of mirrors whilst within your home up to a maximum of Scr. 1,000.00** excluding;
- i) Breakage of property which was not in sound condition at the time of the breakage and;
 - ii) Breakage of property occurring whilst the **home** has been left **unoccupied**.
- k) **Emergency Services**

Damage caused to **your contents** by the emergency services while getting into the **buildings** to deal with an emergency excluding damage by any cover listed elsewhere in the **buildings** section and which is specifically excluded under that cover.

The Company's liability shall **NOT EXCEED** during the period of this Insurance:

- a) **Scr. 1,500.00** in respect of cash, currency, bank notes negotiable documents or coins and stamps not forming part of a coin or stamp collection
- b) **Scr. 2,500.00** in respect of deeds, registered bonds and other personal documents.
- c) **Scr. 1,500.00** in respect of stamps or coins forming part of a collection.

Section 3 - Contents - Jewellery, Furs & Personal Effects

We will insure the **contents** (as described in the private **home contents** evaluation form) within the **building(s)** and as stated in the **schedule**, from any cause except hereafter specified, but is limited to the **sum insured**.

We will not cover:

- a) Any loss or damage **you** or a **family member** is engaged in or in any way connected with any form of professional entertaining or **business** use;
- b) Breakage of articles of a brittle nature other than **jewellery**, unless such breakage is caused by burglars, thieves or fire;
- c) Loss or damage caused by moth, vermin, wear and tear, gradual deterioration or electrical or mechanical breakdown or derangement;
- d) Damage to or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair, restoration, altering, dismantling, washing or renovation;
- e) Loss or damage of sports equipment and accessories whilst in use;
- f) Any loss or damage to contact or corneal lenses and hearing aids;
- g) Loss or damage caused by chewing, scratching, tearing or fouling by **your** domestic animals;
- h) Loss or damage to items not in the care, custody or control of **you**, or **your family**;
- i) Losses not reported to the police.

Section 4 - Settling Claims

We can choose to settle your claim either wholly or in part by: replacing, repairing and paying.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market

If **we** can repair or replace property but agree to make a cash or cheque settlement we will only pay you what it would cost **us** to repair or replace it.

A deduction for wear and tear may be applied.

a) **Buildings.**

The most **we** will pay for loss or damage arising out of one incident is the **building's sum insured** shown on **your schedule** unless otherwise stated.

It is important to note that **your building** should be kept and maintained in good repair.

Advise **us** as soon as possible if the full rebuilding cost of **your building(s)** exceeds the amount shown on **your schedule**. If the amount shown represents less than the full rebuilding cost **we** may choose to;

- i) Pay the amount shown on **your schedule**;
- ii) Apply the **condition of average** (refer to the **General Conditions**)

b) **Contents including Jewellery Furs & Personal Effects.**

The most **we** will pay for loss or damage arising out of one incident is the amount shown on **your schedule** unless otherwise stated.

We will not reduce the **sum insured** by the amount under any claim, unless the claim relates to the total loss of any item (or items) specified on **your schedule**.

We will not pay more than the limits shown on **your schedule** for **contents, jewellery** and **personal money**.

Pairs and Sets

Where any insured item consists of articles in a pair or set, insured for **Scr. 2,500.00 or over**, **we** will not pay for the cost of replacing any undamaged items which form part of a pair, set, suite or any other item of a uniform nature, design or colour.

SECTION 5 - Liability to the Public

We will cover **your** legal liability during the **period of insurance** to pay damages and claimant's costs and expenses (as agreed by **us** in writing) up to the limit shown on **your schedule** for any one accident or series of accidents arising out of anyone event for:

- a) **Accidental death, bodily injury** or illness of any person who is not a **family member** residing with **you** or a **domestic employee** of either **you** or **your** family;
- b) **Accidental** loss of or damage to property not belonging to or in custody or control of **you** or **your family**.

Arising from being:

- a) The owner where the **buildings** are insured herein;
- b) The occupier where the **contents** only are insured herein;
- c) The owner or occupier where both the **buildings** and **contents** are insured herein.

We do **not** indemnify the Insured against any liability:

- a) Arising out of the use of the home in connection with a profession, occupation or business;
- b) An agreement which imposes a liability on **you** which **you** would not be under in the absence of such agreement;
- c) Arising out of the ownership, possession or operation of any mechanically propelled vehicles including a domestic gardening implement operated within the insured premises and any power operated lift;
- d) For bodily injury by accident or disease to any person who, at the time of sustaining such injury, is engaged in the Insured's service, or to any member of the Insured's family or household;

- e) For damage to property belonging to or in the care, custody or control of **you** or a **family member** or a domestic employee;
- f) Involving **you** carrying out any deliberate, wilful or malicious act, including but not limited to assault and alleged assault;
- g) Covered by any other **policy**.

Section 6 - Guidelines to Making a Claim

In the event that **you** find **yourself** in a situation which could give rise to a claim, **you** should:

- a) Make sure everyone at **home** is safe and not at risk;
- b) Take all reasonable steps to prevent further damage – like switching off the gas, electricity or water supply, if it is safe to do so;
- c) If anything has been stolen, lost or vandalised, **you** must call the police. Make sure you get a copy of **your** Police statement and/or a Police Report – **you** will need them when **you** make a claim;
- d) If **you** can, take all reasonable steps to recover missing property, and/or prevent further loss;
- e) Take photos of damaged or lost property. For the **building's** damage it is helpful to have close up and distance shots to see the damage in detail as well as its location.
- f) **Contact us** and tell us about the incident.

Following the above, should **you** wish to make a claim, **we** will facilitate the process for **you** to ensure that it is as quick and stress free as possible. In this case, **you** should:

- a) Check that the loss or damage is covered by **your policy** by referring to it together with **your schedule**;
- b) Contact **our** claims department for immediate help (within 7 days) and they will assist and advise **you** on the necessary details required to be able to commence claim procedures;
- c) **You** will then be required to complete and submit a signed claim form along with supporting documents as requested by the claims department;
- d) **Our** claims department will then keep in regular contact with **you** until an agreement has been reached and **we** proceed to settle **your** claim.

NOTE: The above does not form part of the Policy terms and Conditions, which should prevail in the event of any misunderstanding.

General Exclusions

The **General Exclusions** apply to the whole **policy**.

The **policy** does not cover:

1. Any **excess** shown in the **schedule**. The general **excess** under this policy is **Scr. 1,000.00** unless otherwise stated. Should **you** have chosen cover for **Subsidence** and **Landslip**, the **excess** as a result of this peril is **Scr. 20,000.00**.

2. Gradual deterioration/maintenance

Wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your buildings and its contents.

3. Subsidence and Landslip (including cracks)

However caused unless specifically included on **your schedule**.

4. Electrical Clause

The Company is expressly declared to be free from liability for loss or damage to any electrical machine, apparatus, or portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity however caused (including lightning).

5. **Contractual Liability** - any loss damage or liability which as a result of any agreement or contract that **you** have entered into.

6. Radioactive, Chemical or Biological Contamination

Any loss or damage, legal liability, cost or expense of any nature whatsoever, directly or indirectly caused by, resulting from or in connection with, including but not limited to any of the following:

- a) Nuclear energy, radioactivity or any kind of ionising radioactive contamination from nuclear fuel or nuclear waste arising from the combustion of nuclear fuel;
- b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment;
- c) The use of chemical or biological weapon;
- d) The use of any weapon of war employing atomic or nuclear like reaction or radioactive force of matter.

7. Nuclear Energy Risks

Any loss or damage, legal liability, cost or expense of any nature whatsoever, directly or indirectly caused by, resulting from or in connection with nuclear energy risks or nuclear hazard.

NOTE: Nuclear hazard means any nuclear material or reaction, radiation, waste or radioactive contamination, whether controlled or uncontrolled however caused, or any consequence of any of these.

8. War Risks

Any loss or damage, legal liability, cost or expense of any nature whatsoever, directly or indirectly caused by:

- a) War, invasion, act of a foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to an uprising, military uprising, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;
- b) The destruction or seizure of property for a military purpose, dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority, or the consequences of any of the actions.

9. Terrorism

Any loss or damage, legal liability, cost or expense of any nature whatsoever, directly or indirectly caused by, resulting from or in connection with:

- a) Any act involving terrorism, terrorist activity or acts of terrorism;
- b) Any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

NOTE: Terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people 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 put the public or section of the public in fear. This also includes any act deemed by the **Republic of Seychelles** government to be an act of terrorism.

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

10. Pollution

Any loss or damage, legal liability, cost or expense of any nature whatsoever, directly or indirectly caused by, resulting from or in connection with or arising out of pollution, contamination, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic and disease.

11. Deliberate or Criminal acts

Any loss or damage:

- a) Deliberately caused by; or
- b) Arising from a criminal act caused by;

you or any other person living with **you**.

12. Events before the cover start date

Anything which occurred before the cover under this policy started.

13. Sonic Bangs

Any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and aerial devices travelling at sonic or supersonic speed.

14. Unoccupancy

In the event of private dwelling named in the Schedule being left without an authorized inhabitant for more than 7 (seven) consecutive days, this insurance shall exclude any loss or damage caused by burglary, housebreaking, theft or larceny or any attempt thereat, burst pipes by any person of malicious intent.

Loss or damage occurring whilst the premises are vacant.

15. Storage

Property stored less than 20 centimeters from the floor in basement

16. Confiscation

Loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same.

Loss of earnings, loss by delay, loss of market or consequential or indirect loss or damage of any kind or description whatsoever.

General Conditions

The **General Conditions** apply to the whole **policy**.

1. Duty of Full Disclosure

Any withholding of facts or false declaration willfully made by **you**, shall entail the nullity of this **policy**, when such withholding or false declaration alters the nature of the risk or makes it appear less hazardous, even though the fact withheld or misrepresented has been without influence on the loss: and in such a case, **we** shall retain the premium paid and shall be entitled to claim as damages all premiums remaining due to be paid.

In the event such withholding or false declaration was not made in bad faith, **we** shall be entitled:

- a) If the fact is ascertained before the loss to:
 - i) Maintain this **policy** subject to **you** agreeing to pay an increased premium;
 - ii) Cancel this **policy** after giving seven (7) days' notice to that effect to **you** and refunding a proportionate part of the premium paid.
- b) If the fact is ascertained after the loss, to reduce the indemnity payable in proportion to the premium paid bears to the premium which should have been paid.

2. Care of Your Home and Duty to Prevent Loss or Damage

You shall under this **policy**:

- a) Take all reasonable measures to safeguard **your home** from loss or damage;
- b) Keep **your home** locked at all times when it is not occupied;
- c) Maintain **your home** in a good state of repair as not doing so could invalidate **your** insurance;
- d) Allow us to inspect **your home** before the inception date of the **policy** and not more than seven (7) day after the inception date;
- e) In the event of any incident that could give rise to claim, take proper precautions to prevent further loss or damage.

3. Changes in the Risk

During the **period of insurance** of the **policy**, **you** must report to **us**, by registered mail, electronic mail or by reporting to **our** offices, any changes which may affect the risk insured since the **policy** started or was last renewed and which, had the new state of affairs existed at the writing of this **policy**, **we** would have not contracted or would only have done so by offering different terms and conditions.

Such report must be made prior to the change(s), if it is caused by **your** own doing and in other cases, within seven (7) days from the time it has come to **your** knowledge. Such changes include;

- a) The cost of **your contents** increases or the cost to rebuild **your home** increases;
- b) You are going to move **home** permanently;
- c) Someone other than **your family** is going to live in the **home**;
- d) The **home** is going to be used for less than 6 days each week or as a holiday **home**;
- e) The **home** is going to be **unoccupied** without any occupants for more than a total of 7 days in any insurance period;

- f) Work is to be done on the **home** which is not routine repair, maintenance or decoration, for example, any structural alteration or extension to the **home**;
- g) The number of bedrooms and/or bathrooms in the **home** has changed,
- h) **You** or any member of **your family** has received a conviction for any offence except for driving,
- i) Any part of the **home** is going to be used for any trade, professional or **business** purposes.

There is no need to tell us about trade, professional or business use if:

- a) The trade, professional or **business use** is only clerical;
- b) **You** do not have staff employed to work from the **home**;
- c) **You** do not have any visitors to the **home** in connection with **your** trade, profession or **business**.

In either case at which the report was made **we** may choose to:

- d) Cancel this **policy**;
- e) Increase or decrease the premium accordingly, in which case, **we** may seek additional premium from **you** or refund **you** the difference. In the event **you** do not accept the new rate of premium, this **policy** shall be cancelled.

In the event of **you** being responsible for the aggravation of the risk, **we** will be entitled in addition to claim damages.

4. Change in Ownership

You shall give to **us** immediate notice of any change of ownership, the date of such change and the name and address of the new owner.

5. Acceptance of Liability

No acknowledgement of liability, compromise or settlement effected without **our** agreement shall be binding upon **us**. However, the mere admission of a material fact will not be considered as an acknowledgement of liability.

6. Claims

In the event of any occurrence which may give rise to a claim under this **policy**, **you** shall as soon as possible and no later than seven (7) days after such occurrence:

- a) Notify **us** of the occurrence, giving **us** accurate and full details of the circumstances, causes and extent of any loss, damage or claim. Failure to do so may invalidate your claim;
- b) Permit and/or give full assistance to **us** or any authorized person to collect all information, enquire into, investigate and examine the circumstances of any claim and to inspect the damaged property.
- c) Submit detailed information as to the identity of witnesses, victims or any third parties involved;
- d) Take all reasonable steps to prevent further loss, damage or liability;
- e) Give immediate notice to the Police about any property which is lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, allowing them to attend the scene if required.
- f) At **your** expense, provide **us** with proof, evidence, certificates, information and sworn declarations as we may require;
- g) Immediately notify and forward to **us**:
 - i) Every letter, claim, writ, summons, or other legal process issued against **you** in relation to the occurrence;
 - ii) Any impending prosecution, and/or injury in connection with such occurrence.
 - iii) Keep **us** informed of any developments relating to **you** and **your** claim as soon as possible after **you** find out about them;
 - iv) Follow **our** advice and that of **our** lawyer

- h) In case of any theft or attempted theft or criminal act on **your home**:
 - i) Immediately inform the Police;
 - ii) Take all reasonable steps to recover the lost or stolen property;
 - iii) Give full co-operation to the Police and **us** in discovering and securing the conviction of the offender and/or its accomplices;
- i) Not authorize any repairs on **our** behalf, nor settle or attempt to settle or defend any claim, nor admit liability for any loss, damage or claim being made, nor incur legal expenses without **our** written consent;
- j) Provide upon **our** request an independent and full record of **your** full claims experience;

On the happening of an occurrence which may give rise to a claim under this **policy**, **we** and any person authorized by **us** may, without hereby incurring any liability and without diminishing **our** right to rely upon any conditions of the **policy**;

- a) At all times and without the need for **your** express consent, have full and free access to examine **your home** or for it to be examined by any expert of **our** choice;
- b) **We** shall be entitled at any time to:
 - i) Take over and conduct in **your** name the defence of any claim;
 - ii) Prosecute in **your** name for **our** benefit any claim for **indemnity** or damage or otherwise against any third party;
 - iii) Conduct any negotiations and proceedings and settlement of any claim.

You shall give to **us** such information and assistance as **we** may reasonably require.

If having taken over the legal proceedings on **your** behalf, **we** later discover that:

- i) **You** have failed to disclose to **us** a material fact either at the time of making the contract or during its **period of insurance** or;
- ii) **You** have breached a condition or a warranty of the **policy** or;
- iii) any one of the exclusions applicable to the **policy**;

We will be entitled to withdraw from the said proceedings whereupon **we** shall be under no further liability towards you in respect of such proceedings;

- c) Make any payment to the legal owner or to the leasing company for loss or damage, if **we** happen to know that **your home** is owned by someone other than **you** or is the subject of a lease agreement. In that event, **our** payment will be in full and final settlement of **our** liability under Section 1 (**Buildings**);
- d) At any time after the happening of any event giving rise to a claim or a series of claims involving “**accidental Damage to Third Party Property**” under Section 5 (Liability to The Public) of this **policy**, **we** may pay **you** the full amount of **our** liability under this section and relinquish the conduct of any defence, settlement or proceedings;
- e) **We** shall not be responsible for any damage alleged to have been caused to **you** in consequence of any alleged action or omission by **us** in connection with such defence, settlement or proceedings or of **us** relinquishing such conduct;
- f) **We** shall not be liable for any costs or expenses whatsoever incurred by you or any claimant or other person after **we** have relinquished such conduct.

If in any legal proceedings **your** claim is not successful and **you** want to appeal, **you** must write and inform **us** not later than;

- a) 14 days before the time of making an appeal ends;
- b) As soon as possible if the time period during which **you** make an appeal is 14 days or less.

7. Fraud

All benefits under this **policy** shall be forfeited if **you** or anyone acting on **your** behalf;

- a) Intentionally exaggerate the amount of a claim;
- b) Wilfully damages or destroys **your home**, assists, encourages or instructs others to commit such an act or provides logistics, facilities or equipment or support in any manner or form to commit such an act;
- c) Intentionally makes a false statement when reporting the circumstances of an **accident**;
- d) Submits false and/or forged documents, false witness identity, false witness testimony and provides false evidence;
- e) Intentionally omits to declare information material to the assessment of a risk or of a claim;
- f) Intentionally makes arrangements, assists or participates with others in causing **your home** to be broken into or damaged;
- g) Uses any fraudulent means or devices to obtain benefit under this **policy**.

8. Right of Recovery

Nothing in this **policy** or any **endorsement** hereon shall affect the right of any person entitled to **indemnity** under this **policy**.

In the event of the above occurring, **you** shall refund to **us** all sums paid by **us** under this Policy.

9. Subrogation

After payment of the **indemnity**, **we** shall be subrogated in all **your** rights, actions and privileges as provided for under the civil code of the **Republic of Seychelles** and all provisions of the said code shall apply thereto.

We shall be entitled to take over the conduct in **our** own name, or in **your** name, the defence of any claim and to prosecute for **our** own benefit a claim for **indemnity**, damage or otherwise against any third party and **we** shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim.

10. Duration of this Policy

- a) Subject to the provisions of the paragraphs b) and c) of the present condition, the duration of this **policy** shall be for the period expressed in the **schedule** attached to this **policy**;
- b) Each party shall be at liberty to terminate this **policy** at any time prior to the expiry date shown in the **schedule** attached to this **policy** with the party so desiring giving seven (7) days' notice in writing by registered mail with advice of delivery to the other party to that effect;
- c) In cases where this **policy** covers several risks or several properties it shall be permissible to either of us to terminate, by anticipation in the manner set out in paragraph b) above, in respect of anyone or more of the several risks and/or properties insured.

11. Cancellation

This **policy** may be cancelled before its normal expiry date in the following cases, inter alia:

- a) upon **your death** occurring or **your home** being transferred to another party;
- b) For non-payment of premium;
- c) In the event of changes in the risk;

- d) In case of withholding of facts or intentional false declaration by **you**;
- e) In the event of **you** or **us** becoming bankrupt.

Provided there is no claim pending, **we** shall refund or retain the premium on a pro-rata basis less a cancellation fee charge of **Scr. 300.00**.

12. Other Insurances

You shall disclose to **us** every other insurance(s) **you** have taken in respect of the risk presently insured. The disclosure shall amongst other things state the name of the other insurer(s) and the sum(s) insured.

If several insurances contracted without fraudulent intent insure a total sum exceeding the value of the insured risk, each insurance will pay in proportion to the sum for which it is liable, up to the entire value of the insured risk.

13. Self-Insurance (Average)

If at the time of any destruction of or damage to any property hereby insured the sum insured be less than the value of the property insured thereby, the liability of the Company shall be limited to that portion of such destruction or damage which the sum insured bears to the value aforesaid.

14. Reduction and Reinstatement of Sum Insured

On a payment of a fault claim under this **policy** in respect of the Home insured, the sum insured of the Home is automatically reduced by the amount of the claim paid. The insured may reinstate the sum insured on payment of an additional premium after the repairs are carried out to the Home.

15. Arbitration

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 an Arbitrator to be appointed by the parties in accordance with the Statutory Provisions of the Laws of the **Republic of Seychelles** in that behalf for the time being in force. 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 **us**.

16. Law and Jurisdiction

This **policy** shall be governed by the Laws of the **Republic of Seychelles** whose courts shall have exclusive or final jurisdiction in any dispute, doubt or question arising hereunder and in the event of any action, claim or deemed by any claimant under or by virtue of the insurance, **our** liability to **indemnify you** in such event shall be limited to judgments delivered or obtained by a court of competent jurisdiction within the **Republic of Seychelles**.

This **policy** shall, however, exclude:

- a) Judgements, orders, awards, pronouncement, interpretation or declaration given or delivered by any court, tribunal, arbitrator or other authority in any foreign jurisdiction;
- b) The cost of taking up the defence in any case before any foreign court;
- c) The registration of a foreign judgement or award.

17. Observance of Condition

The due observance and fulfilment of the terms of this **policy** in so far as they can relate to anything to be done or not to be done by **you** and the truth of the statements and answers in the **proposal form** shall be conditions precedent to **our** liability to make any payment under this **policy**.

18. Paying Premiums by Instalment

We will allow **you** to settle **your** premiums in consecutive monthly payment if **your** premium is:

- a) Below Scr. 15,000.00 - 4 payments;
- b) Scr. 15,001 to Scr. 20,000.00 - 5 payments;
- c) Above Scr. 20,000.00 - 6 payments.

In the event of a claim of any nature, if **you** are paying **your** premium by instalments, **we** shall either:

- a) Seek full payment of the outstanding balance on the premium before entertaining **your** claim;
- b) Offset any premium **you** have not yet paid from any claims payment due to **you**.

NOTE: In the event that any premium is not received by the due date as shown above, then the insurance cover provided by the policy shall lapse automatically.

19. Renewal

Regardless of **your** claims history and any other discount at renewal, **we** have the right to amend **your policy** terms and conditions.

This includes:

- a) Imposing terms such as the application of **excesses** and **endorsements**;
- b) Increasing **your** premium;
- c) Excluding cover;
- d) Amending the **policy** wording;
- e) Changing **your** payment type;
- f) Declining to renew **your policy**.

20. No Claim Discount

If **you** do not claim under this policy or have a claim against **you**, **we** will give a discount on **your** renewal premium.

The No Claim Discount applies separately for each property and **you** cannot transfer **your** No Claim Discount to anyone else.

We will reduce **your** No Claim Discount to NIL for any payment made as a result of a claim on **your** property.

Signed for and on behalf of Alliance Insurance.

This _____ day of _____ 20____

By _____
Authorized Signatory