



Assuria 

LIFE – PENSIONS – FIRE & GENERAL INSURANCE

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FIRE & RELATED RISKS POLICY HANDBOOK



ASSURIA'S MORTGAGE PROTECTION INSURANCE PLAN

Collateral to secure financing for a
new home.



TERMS AND CONDITIONS APPLY.



REDUCING DEDUCTIBLE

No Claims = **REDUCED**
Premium + Deductible.



TERMS AND CONDITIONS APPLY.



FIRE POLICY

Contents

FIRE POLICY

Part 1- Conditions

1. Alterations
2. Arbitration
3. Average
4. Building – Collapse
5. Cancellation
6. Claims Procedure
7. Communication
8. Contribution
9. Exclusion
10. Fraud / Forfeiture
11. Jurisdiction
12. Liability
13. Marine Risk
14. Misdescription / Omission
15. Option to Reinstate
16. Other Insurances
17. Proof of Premium Payment
18. Subrogation

Part 11 – The Schedule

Part 111- Special Perils Extension

- A. Aircraft Damage
- B. Bursting or Overflowing of Water Tanks
- C. Bush Fire
- D. Civil Commotion
- E. Earthquake and Volcanic Eruption
- F. Explosion
- G. Flood
- H. Hail
- I. Hurricane / Cyclone / Tornado / Windstorm
- J. Impact Damage
- K. Malicious Damage
- L. Riot and Strike
- M. Smoke Damage
- N. Spontaneous Combustion
- O. Storm
- P. Subsidence or Landslip
- Q. Subterranean Fire
- R. Tempest
- S. Tidal Wave
- T. Water Damage

Part IV - Clauses / Warranties

1. Accidental Damage to Signs
2. All Other Contents Clause
3. Annexe Clause
4. Architects', Surveyors', Legal and Consulting Engineers' Fees Clause
5. Automatic Reinstatement of Sum Insured Clause
6. Capital Additions Clause
7. Changes in Occupation
8. Conflagration
9. Cost of Re-Erection Clause
10. Customers' Goods
11. Definitions and Extensions
12. Designation of Property Clause
13. Eight Five Percentage Average Clause
14. Electrical Clause
15. Errors Clause
16. Extension of Premises
17. Fire Extinguishment costs
18. Hazardous Goods
19. Impact by the Insured's Vehicle
20. Internal Removal Clause
21. Landlords / Tenants Clause
22. Leakage of Fire Fighting Equipment
23. Loss Payable Clause
24. Malicious Damage by Burglars
25. Misdescription Clause
26. Mortgage Clause
27. Notice of Cancellation
28. Other Interested Parties
29. Other Premises
30. Plate Glass
31. Pollution Clause
32. Property Acquisition
33. Property in Trust
34. Public Authorities Clause
35. Purchasers Interest Clause
36. Removal of Debris Clause
37. Removal of Documents
38. Removal of Trade Waste Warranty
39. Rent Clause
40. Replacement/Reinstatement of Loss
41. Seventy Five Percent Average Clause
42. Silent Industrial Risks Warranty

Solid & Secure

FIRE POLICY

- 43. Spray Painting Warranty
- 44. Stock Declaration Clause
- 45. Subrogation Waiver
- 46. Temporary Removal Clause
- 47. Unoccupancy Clause
- 48. Unoccupied and Vacant Risks Warranty
- 49. Watchmen Clause
- 50. Woodworking Warranty
- 51. Workmen's Clause
- 52. Pandemic Clause

Note: Please examine your Policy and if incorrect return immediately for correction.



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FIRE POLICY

FIRE POLICY

IN CONSIDERATION of the Insured named in the Schedule hereto paying to the Company the first premium mentioned in the said Schedule.

THE COMPANY AGREES (Subject to the Conditions contained herein or endorsed or otherwise expressed hereon which Conditions shall, so far as the nature of them respectively will permit, be deemed to be conditions precedent to the right of the insured to recover hereunder) that if after payment of the premium the property insured described in the said schedule or any part of such property, shall be destroyed or damaged by **FIRE** or **LIGHTNING** of the last day of the period of insurance named in the said schedule, or of any subsequent period in respect of which the insured shall have paid and the company shall have accepted the premium required for the renewal of this Policy, the company will pay to the insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof.

PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby of such other sum or sums as may be substituted therefore by endorsement hereon or attached hereto.

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

Signed for and on behalf of the Company.

General Manager

*This Policy shall not be in force unless the **SCHEDULE** has been countersigned by a person authorized by the Company.*

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FIRE POLICY

PART ONE - CONDITIONS

1. ALTERATIONS

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
- (b) If the building insured or containing the insured property become unoccupied and so remains for a period of more than 30 days.
- (c) If the property insured be removed to any building or place other than that in which it herein stated to be insured,
- (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.

2. ARBITRATION

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 their 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 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. And 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.

3. AVERAGE

If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

4. BUILDING-COLLAPSE

All Insurance under this Policy

- (1) on any building or part of any building
- (2) on any property contained in any building
- (3) on rent or other subject matter or insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement
 - (a) of such building or of any part thereof,
 - (b) of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or

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FIRE POLICY

impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

5. CANCELLATION

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

6. CLAIMS PROCEDURE

1. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company, and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the company.

- (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or item of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
- (b) Particulars of all other insurances, if any.

The insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

2. On the happening of any loss or damage to any of the property insured by this Policy, the Company may:-

- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
- (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- (c) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- (d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.

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FIRE POLICY

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

7. COMMUNICATION

Every notice and other communication to the Company required by these Conditions must be written or printed.

8. CONTRIBUTION

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

9. EXCLUSIONS

1. This Insurance does not cover: -
 - (a) Loss by theft during or after the occurrence of fire.
 - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Condition 9.1.(f) or by its undergoing any heating or drying process.
 - (c) Loss or damage occasioned by or through or in Consequence of
 - (1) The burning of property by order of any public authority
 - (2) Subterranean Fire.
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - (e) Consequential Loss of any kind.
 - (f) This insurance does not cover any loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 9.1.(b) only combustion shall include any self-sustaining process of nuclear fission.
2. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely-
 - (a) Earthquake, volcanic eruption, or other convulsion of nature.
 - (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
 - (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance or martial law or state of siege.

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FIRE POLICY

(e) Acts of Terrorism and sabotage committed by any person or persons acting on behalf of or in connection with any organisation. For the purpose of this Condition 'terrorism' means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

(f) Pollution and Contamination.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this Condition, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

3. Unless otherwise expressly stated in the Policy this Insurance does not cover:-

- (a) Goods held in trust or on commission.
- (b) Bullion or upset precious stones.
Any curiosity or work of art for an amount exceeding \$25,000.00
- (d) Manuscripts, plans, drawings or designs, patterns, models or moulds.
- (e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, and computer system records.
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
- (g) Explosives.
- (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
- (i) Any loss or damage occasioned by or through or in consequence of burning, whether accidental or otherwise, of forest, bush, prairie, pampas or jungle, and the clearing of lands by fire.

10. FRAUD/FORFEITURE

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the willful act, or with the connivance of the insured; or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection or (in case of an arbitration taking place in pursuance of the 18th Condition of this Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.

11. JURISDICTION

Indemnity provided under this Policy shall not apply to,-

- (a) compensation for damages in respect of judgments not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Co-operative Republic of Guyana.

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FIRE POLICY

(b) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable within the Cooperative Republic of Guyana.

12. LIABILITY

In no case whatever shall the Company be liable **for any loss or** damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

13. MARINE RISK

This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which have been payable under the Marine Policy or Policies had this insurance not been effected

14. MISDESCRIPTION/OMISSION

If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any material fact to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

15. OPTION TO REINSTATE

The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit it and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require and no acts done or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

16. OTHER INSURANCES

The Insured shall give notice to the Company of an Insurance or Insurances already effected, or which may be subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrences or any loss or damage, all benefit under this Policy shall be forfeited.

17. PROOF OF PREMIUM PAYMENT

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an official or duly appointed Agent of the Company shall have been given to the insured.

18. SUBROGATION

The Insured shall, at the expense of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

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FIRE POLICY

PART II – The Schedule



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FIRE POLICY

PART III -SPECIAL PERILS EXTENSION

The Insurance by this Policy shall, subject to the special conditions hereinafter contained, be extended to include the destruction or damage caused by such of the additional perils, detailed below, as are specified on THE SCHEDULE.

A. AIRCRAFT DAMAGE

It is hereby agreed that the insurance under this Policy shall extend to include loss or damage directly caused by Aircraft and other aerial devices and/or articles dropped there from excluding:-

- (i) loss or damage caused by any aircraft to which permission to land has been extended by the insured and
- (ii) destruction or damage occasioned by pressure waves caused by Aircraft and other aerial devices traveling at sonic or supersonic speed.

PROVIDED that

- 1. All the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
- 2. The liability of the Company shall in no case under this extension and the Policy exceed the sum insured by each item of the Policy.

B. BURSTING OR OVERFLOWING OF WATER TANKS

It is hereby agreed that the insurance under this Policy shall extend to include loss or damage directly caused by:- Bursting or overflowing of water tanks, apparatus or pipes.

PROVIDED that:

- 1. All the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
- 2. The liability of the Company shall in no case under this extension and the Policy exceed the sum insured by each item of the Policy.

C. BUSH FIRE

It is hereby agreed that the insurance under this Policy shall extend to include loss or damage directly caused by Bush Fire which for the purpose of this Extension shall mean:-

Loss or damage to the property insured occasioned by or through or in consequence of the burning of forests, bush, prairie, pampas or jungle and the clearing of lands by fire (except such clearing by or on behalf of the Insured), and Condition 9.1.(a) of this Policy shall to this extent be modified accordingly.

PROVIDED that if there be any other Fire Insurance on the property insured under this Policy the Company shall be liable only pro rata with such other Fire Insurance for any loss or damage as aforesaid whether or not such other Fire Insurance be so extended.

D. CIVIL COMMOTION

It is hereby declared and agreed that Condition 6 (b) of Peril "Riot and Strike" of the written policy is extended to include "Civil Commotion" assuming the proportions of or amounting to a popular rising.

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FIRE POLICY

E. EARTHQUAKE AND VOLCANIC ERUPTION

Notwithstanding anything stated to the contrary in Condition No. 6 of the Policy, this insurance covers loss or damage by Fire or otherwise occasioned by or through or in consequence of:-

earthquake and volcanic eruption and flood (including overflow of the sea) cause by these perils.

Subject to the under noted Special Conditions.

PROVIDED ALWAYS that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply to loss or damage directly caused by any of the perils which this Insurance extends to include by virtue of this Extension.

It is further agreed that the words "loss occurrence" shall mean all individual losses arising out of and directly occasioned by one catastrophe. However, the duration and extent of any "loss occurrence" so defined shall be limited to:-

72 hours consecutive hours as regards earthquake, seaquake, tidal wave and/or volcanic eruption and no individual loss from whatever insured peril, which occurs outside these periods or areas, shall be included in that "loss occurrence".

SPECIAL CONDITIONS

1. The Insurance provided by this extension excludes:-

- (a) Consequential Loss of any kind.
- (b) Loss or damage caused by explosion except as provided in Condition 9.3.(h) of the Policy.
- (c) Loss by reason of any ordinance or law regulating the construction or repair of buildings.

2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance no been effected.

F. EXPLOSION

It is hereby agreed that the insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include:-

Loss of or damage to the Property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents *resulting from their explosion*.

PROVIDED always that all the Conditions of this Policy (except insofar as Condition No.9.3.(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

SPECIAL CONDITIONS

1. The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of acts of terrorism committed by any person or persons acting on behalf of or in connection with any organisation.

For the purpose of this "Condition" "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

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FIRE POLICY

2. If there shall be any other fire insurance on the property insured under this Policy the Company shall be liable only pro-rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.
3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

G. FLOOD

It is hereby agreed that this Insurance covers loss or damage directly caused by:

-Flood which for purposes of this extension shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured but excluding:

- (i) Loss or damage directly caused by subsidence or landslips.
- (ii) 10% each and every loss
- (iii) Loss or damage by flood caused by Earthquake, Volcanic Eruption, Hurricane, Cyclone, Tornado, or Windstorm.

PROVIDED THAT

- (1) The excess mentioned in (ii) above shall apply to each item of the Policy individually and in the event of the Policy covering in one item stocks at more than one location the excess shall be computed on the basis of the actual value of stocks at the particular location or locations affected by the loss.
- (2) All the conditions of the Policy shall apply as if they have been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
- (3) The liability of the Company shall in no case under this extension and the Policy exceed the sum insured by each item of the Policy.

H. HAIL

It is hereby understood and agreed that with effect from this date, this policy of Insurance shall be extended to cover loss or damage occasioned by happening through or in consequence of Collapse due to Subsidence or Landslip.

I. HURRICANE, CYCLONE, TORNADO, WINDSTORM

Notwithstanding anything stated to the contrary in Condition No. 6 of the Policy, this insurance covers loss or damage by Fire or otherwise occasioned by or through or in consequence of:-

Hurricane, cyclone, tornado or windstorm including rain accompanying these perils and flood (including overflow of the sea) caused by these perils.

Subject to the under noted Special Conditions.

PROVIDED ALWAYS that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply to loss or damage directly caused by any of the perils which this Insurance extends to include by virtue of this extension.

It is further agreed that the words "loss occurrence" shall mean all individual losses arising out of and directly

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FIRE POLICY

occasioned by one catastrophe. However, the duration and extent of any "loss occurrence" so defined shall be limited to:-

48 consecutive hours as regards hurricane, typhoon, windstorm, rainstorm, hailstorm and/or tornado and no individual loss from whatever insured peril, which occurs outside these periods or areas, shall be included in that "loss occurrence".

SPECIAL CONDITIONS

1. The Insurance provided by this extension excludes-

- (a) Consequential Loss of any kind.
- (b) Loss or damage caused by explosion except as provided in Condition 9.3.(h) of the Policy.
- (c) Loss by reason of any ordinance or law regulating the construction or repair of buildings.

2. The Company shall not be liable under this extension for loss or damage which we of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

3. Unless specifically and separately insured this extension does not cover (except as regards loss or damage by fire):-

- (a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any descriptions.
- (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against hurricane, cyclone, tornado or windstorm.

4. The Insured shall use all reasonable diligence and care to keep the premises insured or containing the property insured 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 cause such additional precautions to be taken for the prevention of loss or damage as the circumstances may require.

J. IMPACT DAMAGE

It is hereby agreed that this insurance covers loss or damage directly caused by Impact by any road vehicles, horses or cattle not belonging to or under the control of the Insured or any member of his family or any person in or upon the Insured's service.

For the purpose of this extension the property insured shall include walls, gates and fences around and pertaining thereto.

PROVIDED that

- 1. All the condition of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by Fire.
- 2. The liability of the Company shall in no case under this extension and the Policy exceed the sum insured by each item of the Policy.

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FIRE POLICY

K. MALICIOUS DAMAGE

It is hereby agreed that the Insurance under the Riot and Strike Extension, shall extend to include MALICIOUS DAMAGE which for the purpose of this extension 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 Special Condition 6 of the said Riot and Strike Extension but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the Course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

Provided always that all the conditions and provisos of the said Riot and Strike Extension shall apply to this extension as if they had been incorporated herein.

L. RIOT AND STRIKE

It is hereby agreed that the insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this extension shall mean (subject always to the Special Conditions hereinafter contained) Loss of or damage to the property insured directly caused by:-

1. The act of any taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress such disturbance or in minimising the consequences of any such disturbance.
3. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act in minimising the consequence of any such act.

SPECIAL CONDITIONS

For the purposes of this extension but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:-

CONDITION 5

(i) This insurance does not cover:-

- (a) Loss of earnings, loss of delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- (b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to be nuclear weapons material.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

(ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by 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 Condition 5 (ii) only combustion shall include any self-sustaining process of nuclear fission.

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FIRE POLICY

CONDITION 6.

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any organisation 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.
- (c) Acts of Terrorism committed by any person or persons acting on behalf of or in connection with any organisation. For the purpose of this Condition "terrorism" means the use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

CONDITION 7.

Unless otherwise expressly stated in the Policy this insurance does not cover:

- (a) Goods held in trust or on commission.
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art for an amount exceeding S25,000.
- (c) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
- (d) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer system records.
- (e) Explosives.

CONDITION 8.

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancellation. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force.

CONDITION 9.

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

PROVIDED that it is hereby further expressly agreed and declared:-

- (1) All the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Policy shall be deemed to include the perils hereby insured against.
- (2) The Special Conditions herein shall apply only to the insurance granted by the extension and the Conditions of the Policy shall apply in all respects to insurance granted by the Policy as if this Endorsement had not been made thereon.

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FIRE POLICY

M. SMOKE DAMAGE,

Subject to the conditions and regulations herein and in the policy to which this endorsement is attached, including endorsements thereon, the coverage of this policy is extended to include direct loss caused by smoke. This endorsement does not increase the amount or amounts of insurance provided in the policy that it is attached. If this endorsement applies to two or more items, the provision of this endorsement shall apply to each item separately.

Substitution of items

In the application of the conditions and regulations of the Policy including all endorsements thereon (excepting this endorsement to loss caused by smoke wherever the word 'Fire' appears) there shall be substituted therefore the word 'Smoke' or Loss caused as the case requires.

Apportionment

The Insurer shall not be liable for a greater portion of any loss from smoke than (1) the amount of insurance under this Policy bears to the whole amount of fire insurance covering the property whether collectible or not and whether or not such other Fire Insurance covers against loss by smoke as insured hereunder; (2) nor for a greater proportion that the amount of insurance under this Policy bears to the amount of all fire insurance covering in any manner such loss.

N. SPONTANEOUS COMBUSTION

Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion.

O. STORM

It is hereby understood and agreed that this Policy is extended to cover loss or damage occasioned by or in consequence of Storm, but in no case exceeding the amount set against each item and subject in all respect to the conditions and regulation of the policy (except insofar as hereby varied) to which this form is attached and to the further special conditions hereinafter set forth.

P. SUBSIDENCE OR LANDSLIP

Collapse due to subsidence or landslip of the site in which the property insured stands, excluding:

Damage occasioned by happening through or in consequence of: -

- (a) Coastal or river erosion
- (b) Demolition, structural alteration or structural repair

For the purpose of this insurance "Collapse" and "Subsidence or Landslip" shall mean:

Collapse: a failing of the building or part thereof in such a way that one or more component parts of the building become detached or separated from the remainder.

Subsidence or Landslip: a shifting or falling away of the soil in such a way as to leave the building wholly or partially unsupported.

Q. SUBTERRANEAN FIRE

It is hereby understood and agreed that subsection (2) of subsection (c) of Condition No.9(c) 2. has been deleted.

R. TEMPEST

It is hereby understood and agreed between the Insurer and the Insured that notwithstanding anything stated to the contrary in the printed Conditions of this policy and to the further special conditions herein before set forth this Insurance shall cover loss or damage directly caused by Tempest.

S. TIDAL WAVE

It is understood to mean the sudden rise of the sea and the attendant action of waves accompanying such abnormal rise produced by or directly attributable to a meteorological or seismic disturbance.

T. WATER DAMAGE

It is understood and agreed between the Insurer and the Insured that notwithstanding anything stated to the contrary in this printed Conditions of this Policy, this Insurance shall cover loss or damage by water as a result of Fire.

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FIRE POLICY

PART IV - CLAUSES/WARRANTIES

The Insurance by this Policy is subject to the following Clauses and/or Warranties as are specified on THE SCHEDULE.

1. **ACCIDENTAL DAMAGE TO SIGN**

It is hereby noted and agreed that the within described Policy is extended to **include** ACCIDENTAL DAMAGE TO SIGNS with a limit of \$100,000 but excluding the first \$5,000 of each and every loss.

2. **ALL OTHER CONTENTS CLAUSE**

It is hereby agreed that the term "All Other **Contents**" is held to include:-

- (a) Documents, Manuscripts and Business Books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein.
- (b) Patterns, Models, Moulds, Plans and Designs in so far as the same are not otherwise insured, but only to the value of the materials and the cost.
- (c) And in so far as they are not otherwise insured Directors', Visitors' and Employees' clothing and personal effects, tools, cycles (other than Motor Cycles), to technical books and the like, whilst on or about the premises describe in the Schedule. The liability of the Insurers in respect of any director, visitor and employee being limited to \$20,000.

but excluding:-

- (i) Property included under any other item of this Policy
- (ii) Property insofar as it is more specifically Insured
- (iii) Motor Vehicles

3. **ANNEXE CLAUSE**

It is hereby agreed that except where specifically insured external fire escapes, hoists, gangways, external clocks, gates and staircases, pipes, also water tanks, buildings and their contents, weighbridges; also conveniences adjoining any of the aforesaid buildings and the buildings and contents of an extension to and communicating with any of the above described buildings, are held to be insured under the respective item applying to the building to which such property is attached or belongs.

4. **ARCHITECTS', SURVEYORS', LEGAL AND CONSULTING ENGINEERS' FEES CLAUSE**

The sum insured on the building(s) described in this Policy is declared to include Architects', Surveyors', Legal and Consulting Engineers' Fees (for estimates, plans specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of said building(s) following destruction or damage by any peril hereby insured against excepting in so far as the Company effects to reinstate or replace wholly or in part any property so damaged or destroyed, but in no case exceeding 10% of the sum payable under any item of this Policy on such building(s). It is understood and agreed that the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

5. **AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE**

In consideration of the Insurance by this Policy not being reduced by the amount of any loss, the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

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FIRE POLICY

6. CAPITAL ADDITIONS CLAUSE

It is hereby agreed that newly erected or newly acquired Buildings, Plant and Machinery, insofar as the same are not otherwise insured are held covered to the value thereof subject to the average and with in the terms and conditions of this Policy pending notification to the Company of amendments in sums insured consequently necessary.

It is understood and agreed that:

1. The maximum liability of the Insurer under this extension is 10% of the Total Sum Insured on such property.
2. The Insured undertake to effect, as soon as practicable, appropriate insurance retrospective to the date of commencement of Insurer's Liability.
3. This extension applies only to newly erected or newly acquired property above mentioned and not to appreciation in value of existing property.

7. CHANGES IN OCCUPATION

It is understood and agreed that the insurance by this Policy shall not be invalidated by any change in use or increase of risk taking place if any of the within described buildings, provided that the Insured give notice thereof to the Insurer as soon as practicable thereafter and pay such appropriate additional premium as may be required by them from the date of such change or increase in risk provided the nature of the occupancy described in the Policy remains unaltered.

8. CONFLAGRATION

It is agreed that this insurance includes loss or damage caused by any lawfully constituted authority during or in preventing or attempting to prevent a conflagration.

9. COST OF RE-ERECTION CLAUSE

The Insurance by each item on Machinery including fittings thereto extends to include the cost of re-erection, fitting and fixing machinery and plant in consequence of destruction or damage thereto by any of the perils hereby insured against it being understood that the amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby.

10. CUSTOMERS' GOODS

It is hereby expressly declared and agreed that notwithstanding anything contained in the within Policy to the contrary but subject otherwise to its terms, limitations and conditions, that as regards Customers' Goods, this policy indemnifies the Insured against its legal liability for destruction or damage of such property by fire or any other peril hereby insured against or if there is no legal liability then it indemnifies the customers through the Insured but only to the extent of the loss in respect of which the Customer is not indemnified by any other Policy.

The liability of the Company under this clause and the Policy shall in no circumstances exceed 10% of the Stock sum insured under the Policy.

11. DEFINITIONS AND EXTENSIONS

It is hereby understood and agreed that this Policy of Insurance is extended to cover Building including Landlord's Fixtures and Fittings therein and thereon, Wall, Gates, Fences and other Internal and External

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FIRE POLICY

services and installations around and pertaining thereto.

12. DESIGNATION OF PROPERTY CLAUSE

For the purpose of determining where necessary the Item heading under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's book.

13. EIGHT FIVE PERCENTAGE AVERAGE CLAUSE

Whenever a sum insured is declared to be the subject to the special condition of Average then, if such sum shall at the breaking out of fire or and the commencement of any destruction or damage to the property by another peril hereby insured against, be less than eighty-five percent of the value of the property insured in that amount, then the insured shall be considered as being their insurers for the difference between the sum insured and the full value of the property insured at the time of such fire or at the commencement of such destruction or damage and shall bear a rateable share of the loss accordingly.

14. ELECTRICAL CLAUSE

The Company shall not be liable for damage to or destruction of any electrical plant or electrical appliances, i.e. dynamo, transformer, motor or other working electrical machinery, apparatus or fittings directly caused by its own over-running, short circuiting, arcing, excessive pressure or self heating or leakage of electricity from whatever cause (lightening included) but should fire extend to and damage or destroy any other part of the plant or appliances or other property insured hereby, such damage or destruction is not excluded under the terms of the Policy. Provided that this exemption shall only apply to the particular electrical machine, apparatus or portion of electrical installation so affected and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

15. ERRORS CLAUSE

It is understood and agreed that any error in description of the Insured's property or its location shall not operate to the prejudice of the Insured, provided that such error does not alter the nature of the risk proposed to and accepted by Insurer.

16. EXTENSION OF PREMISES

It is hereby declared and agreed that this insurance extends to include property as therein described:

- (a) at any machine maker's, engineer's founder's and other metal workers' premises;
- (b) at any customer's and/or agent's premises;
- (c) at any sub-contractor's and/or supplier's premises.
- (d) whilst in transit by road, rail or inland waterway;
- (e) at exhibition sites;
- (f) any other premises and locations.

All in the Territory, but excluding any premises occupied wholly or partly by the Insured, subject to a maximum liability of 5% in respect of the extension and in respect of any one location.

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FIRE POLICY

17. FIRE EXTINGUISHMENT COSTS

It is hereby understood and agreed that the insurance by this Policy extends to include:-

- (1) wages of the Insured's employees other than full time members of a Works Fire Brigade.
- (2) the cost of replenishment and re-conditioning fire fighting appliances.

PROVIDED always that the liability of The Insurers in respect of such wages and costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at the insured's risk address(es), adjoining premises or premises which immediately threaten to involve the Insured risk address(es).

18. HAZARDOUS GOODS

It is hereby understood and agreed that the storage and use of Hazardous Goods usual to trade and/or business is allowed.

19. IMPACT BY THE INSURED'S VEHICLE

It is hereby declared and agreed that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule directly caused by Impact by any road vehicle belonging to or under the control of the Insured or any member of his family or any person in or upon the Insured's service, but exceeding the first \$5,000 of each and every loss, and subject to a limit of \$100,000 any claim and in aggregate of anyone period.

20. INTERNAL REMOVAL CLAUSE

It is hereby agreed that in the event of the removal of property insured from one building to another at any of the situations as insured by this Policy being inadvertently not advised to the Company the insurance on such property shall follow the removal, the necessary adjustment in sum(s) insured and premium(s) to be made as from the date of removal as soon as the oversight is discovered.

21. LANDLORDS/TENANTS CLAUSE

It is hereby agreed that anything done by the landlord and/or other occupier of any building hereby insured, whereby the danger of loss or damage is increased without the knowledge of the Insured, shall not prejudice the position of the Insured under this Policy if, immediately on becoming aware thereof, they, or their brokers, give notice in writing to the Company, and on demand pay such reasonable additional premium as the insurers may require.

22. LEAKAGE OF FIRE FIGHTING EQUIPMENT

This Policy is extended to include cover against loss or damage to the property insured caused by any Discharge or leakage from the Fire Fighting Equipment on the premises referred to, herein, provided that such Discharge or Leakage is Accidental.

23. LOSS PAYABLE CLAUSE

It is hereby agreed that loss if any is payable to the Interest as stated on the Policy Schedule. Further concurrent insurance permitted without notice until required.

24. MALICIOUS DAMAGE BY BURGLARS

Malicious Damage which for the purpose of this Extension shall mean:-

Loss of or Damage to the property insured arising out of or in the course of Burglary or Housebreaking or any attempt thereat caused by any person taking part therein, subject to an excess of \$5,000 for each and every loss and subject to a limit of \$100,000 any claim and in the aggregate any one period.

Provided always that all the conditions and provisos of the said Riot and Strike Extension shall apply to this Extension as if they had been incorporated herein.

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FIRE POLICY

25. MISDESCRIPTION CLAUSE

The insurance hereby shall not be prejudiced by any act of omission or by an alteration whereby the risk of destruction or damage is increased unknown to or beyond the control of the Insured provided that immediately on becoming aware thereof, he shall give notice to The Insurer and pay an additional premium if required.

26. MORTGAGE CLAUSE

It is hereby agreed that in the event of loss or damage the Company will pay the Mortgagees or said Assignees as stated on the Policy Schedule to the extent of their interest and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the property insured, nor by anything whereby the risk is increase being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or the said Assignees provided always that the Mortgagees or the said Assignees shall notify the Company of any change of ownership or alteration or increased of hazard not permitted by this insurance as soon as any such change, alteration or increase of hazard shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for loss or damage under this Policy and shall claim that as to the Mortgagor or Owner no liability therefore existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment, and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.

Provided that as between the Company and the Mortgagor or Owner of the Property insured nothing contained in this Clause shall in any way constitute or be deemed to constitute any waive of, prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the property insured, or lessen any obligations which may be imposed on the Mortgagor or Owner of the property insured either by or under this Policy or by law, and such rights and obligations shall as between the Company and the Mortgagor or Owner of the property insured remain in full force and effect.

The Company reserves the right to cancel this Policy at any time as provided by the terms thereof, but in such case this Policy shall continue in force for the benefit only of the Mortgagees or said Assignees for 10 days after notice to the Mortgagees or said Assignees of such cancellation, and shall then cease, and the Company shall have the right on like notice to cancel this agreement.

27. () NOTICE OF CANCELLATION

This Insurance may be terminated at any time at the request of the Insured, in which case the Insurers will retain the customary short period rate for the time the policy has been in force. This Insurance may also at any time be terminated at the option of the Insurers, on providing seven / fourteen/thirty () days' notice to that effect being given to the Insured, in which case the Insurers shall be liable to repay on demand the rate-able proportion of the premium for the unexpired term from the date of cancellation.

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FIRE POLICY

28. OTHER INTERESTED PARTIES

The Policy is understood to include the interest where involved of other parties including those of Parent, Allied or Subsidiary companies, the nature and extent of such interests to be declared in the event of loss.

29. OTHER PREMISES

In the absence of any more specific insurance, this Policy shall apply also to property whilst temporarily at any other premises in Guyana (excluding premises occupied by the Insured) subject to a maximum liability of 10% of the sum insured by the item.

30. PLATE GLASS

It is hereby declared and agreed that if any fixed Plate Glass on the premises be broken or fractured as a result of any accident or misfortune, Insurer agrees to replace same with glass of similar quality or at its option pay to the insured the value of the glass at a price current at the date of the accident or misfortune (less the value of any salvage if any).

Limit- \$100,000

This insurance is also extended to cover the reasonable cost of any necessary, temporary boarding up pending replacement of the glass.

31. POLLUTION CLAUSE

This Policy does not cover costs and expenses arising from loss or destruction or damage caused by Pollution or Contamination except for destruction to property insured directly caused by Pollution or contamination resulting from a peril hereby insured against.

32. PROPERTY ACQUISITION

It is hereby declared and agreed that newly erected and newly acquired Buildings, additions and improvements to building, insofar as the same are not otherwise insured are held covered to the value thereof subject to average and within the terms and conditions of the Policy pending notification to the Insurers of amendments of the sums insured consequently necessary.

It is understood and agreed that:-

1. The maximum liability of the Insurer under this extension is 10% of the Building Sum Insured on the Policy.
2. The Insured undertake to effect, as soon as practicable, appropriate insurance retrospective to the date of commencement of Insurer's Liability.
3. This extension applies only to newly erected or newly acquired property and alterations, additions and improvements to buildings above mentioned and not to appreciation in value of existing property.

33. PROPERTY IN TRUST

The insurance hereby extend to include property held by the Insured in trust or on commission for which they are responsible or for which they have instructions or have agreed to insure.

34. PUBLIC AUTHORITIES CLAUSE

The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws or any Municipal or Local Authority provide that:-

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FIRE POLICY

1. The amount recoverable under this Extension shall not include:
 - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - (i) in respect of destruction or damage occurring prior to the granting of this Extension.
 - (ii) in respect of destruction or damage not insured by the Policy.
 - (iii) under which notice has been served upon the insured prior to the happening of the destruction or damaged.
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the Insurance by this Policy) of that portion of the property destroyed or damaged.
 - (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
 - (c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations or Bye-Laws.
2. The work of the reinstatement must be commenced and carried out with reasonable dispatch and in any case much be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurers under the Extension not being thereby increased.
3. If the liability of the Company under the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this Extension shall be reduced in like proportion.
4. The total amount recoverable under any item of the Policy *shall not* exceed the sum insured thereby.
5. All the conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

35. PURCHASERS INTEREST CLAUSE

It is hereby agreed that if at the time of destruction or damage to any building hereby insured, the Insured shall have contracted to sell his interest in such building and the purchase shall not have been but shall be thereafter completed, the purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or behalf of the Purchaser against such destruction or damage shall be entitled to the benefit of this Policy so far as it relates to such destruction or damage without prejudice to the rights and liabilities of the insured or the Insurers under this Policy up to the date of completion.

36. REMOVAL OF DEBRIS CLAUSE

The Insurance by this Policy extends to include costs and expenses necessarily incurred by the Insured in the:

- (a) Removal of Debris
- (b) Dismantling and/or Demolishing

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FIRE POLICY

- (c) Shoring up or Propping of the portion or portions of the property insured by each item of this Policy destroyed or damaged by Fire or by any other peril hereby insured against but excludes liability for any cost or expenses:-
- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
 - (ii) Arising from pollution or contamination of property not insured by this Policy.

The liability of the Company under this clause and the Policy in respect of any item shall in no circumstances exceed 5% of the sum insured thereby.

37. REMOVAL OF DOCUMENT CLAUSE

The Insurance on deeds and other documents (including stamps thereon) manuscripts, plans and writings of every description and books (written and printed) is extended to cover such property for an amount not exceeding 10 per cent of the value thereof whilst temporarily removed to any premises not in the Insured's occupation and whilst in transit by road.

38. REMOVAL OF TRADE WASTE WARRANTY/ HAZARDOUS GOODS

Warranted that, during the currency of this Policy, all oily waste be kept in metal receptacles and that all trade waste be removed from the premises daily.

39. RENT CLAUSE

The Insurance on rent applies only if (any of) the said building(s) be destroyed by or so damaged by the perils insured against as to be rendered unfit for occupation, and then only for such proportion of the sum insured on rent as the necessary period of unoccupancy bears to the term of rent insured.

40. REPLACEMENT/REINSTATEMENT OF LOSS

It is hereby declared and agreed that in the event of property insured by this policy being destroyed or damaged, the basis upon which the amount payable under each of the said items of the policy is to be calculated, shall be the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Conditions of the policy except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured, subject to the liability of the Insurers not being thereby increased) must be commenced and carried out within 12 months after the destruction or damage, or within such further time as the Insurers may (during the said 12 months) in writing allow; otherwise no payment beyond the amount which would have been payable under the policy if this Memorandum had not been incorporated therein, shall be made.
2. Until expenditure has been incurred by the Insured in replacing the property destroyed or damaged, the Insurers shall not be liable for any payment in excess of the amount which would have been payable under the policy, if this Memorandum has not been incorporated therein.

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FIRE POLICY

3. If at time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered has been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property, by any other peril insured against by the policy, then the Insured shall be considered as being his own Insurer for the difference between the sum insured and the sum representing the cost of replacement or reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.

4. This memorandum shall be without force or effect if:-
- (a) The Insured fails to intimate to the Insurer within six months from the date of destruction or damage, or such further time as the Insurer may in writing allow their intention to replace the property destroyed or damaged.
 - (b) The Insured is unable or unwilling to replace the property destroyed or damaged on the same or another site

41. SEVENTY FIVE PERCENT AVERAGE CLAUSE

Whenever a sum insured is declared to be subject to the Special Condition of Average then, if such sum shall at the breaking out of any fire or at the commencement of any destruction or damage to the property by any other peril hereby insured against, be less than seventy-five percent of the value of the property insured in that amount, then the insured shall be considered as being their own insurers for the difference between the sum insured and the full value of the property insured at the time of such fire or at the commencement of such destruction or damage and shall bear a rateable share of the loss accordingly.

42. SILENT INDUSTRIAL RISKS WARRANTY

Warranted that, during the currency of this Policy, the premises described herein are silent and that:-

- (a) no part of the machinery be used for the purpose of manufacture or processing and
- (b) no part of the premises be used for storage.

43. SPRAY PAINTING WARRANTY

Warranted that during the currency of this Policy, where paints or solutions having a flash point of 90 degrees F. (32 degrees C.) or under are applied by means of a spraying apparatus the following Regulations shall be fully observed:-

- (a) No cleaning off, mixing, spray painting, or other process connected therewith, be carried on except in the open or in a separate building or compartment well ventilated at floor level exclusively reserved for such work and that not more than one day's supply of paint, lacquer, solvent, diluents, or thinner be deposited therein.
- (b) All paints, lacquer, petrol, solvents, diluents, and thinners be stored in a building used exclusively for that purpose or in a brick and/or cement concrete built compartment having floor and roof, including any supports, of incombustible material, any communication having closely fitting door or hardwood or of incombustible material.
- (c) No petrol be left in the reservoir of any motor vehicle while the motor vehicle is undergoing painting process and that emptying and charging of the reservoir shall only be done in the open air.
- (d) No artificial lighting otherwise than by incandescent electric light enclosed in double glass globes or bulkhead fittings.
- (e) All places where dry deposit can accumulate will be cleaned every week with stiff fiber or nonferrous metal brushes or scrapers and the residue placed in water.

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FIRE POLICY

44. STOCK DECLARATION CLAUSE

It is hereby agreed that in consideration of the premium by the stock item(s) of this Policy being provisional in that it is calculated on 75% of the sum insured hereby and is subject to adjustment on expiry of each Period of Insurance.

The insured agrees to declare to the Company in writing the value of their stocks (other than retail) less any amount insured by policies other than declaration policies on the following basis namely:-

1. The value at risk on the last day of each month and to make such declaration within 30 days on the last day of each month by a responsible person authorised to sign on their behalf.

If other policies on a declaration basis cover the stocks hereby insured the declaration shall be made so as to a proportion to each policy a share of the value of the stocks insured under such declaration policies, pro rata to the respective amounts named in the policies.

In the event of a declaration not being made within the 30 days mentioned above then the Insured shall be deemed to have declared the sum insured hereby as the value at risk.

On the expiry of each Period of Insurance the premium shall be calculated on the average sum insured, namely the total of the values declared or deemed to have been declared divided by the number of declaration due to have been made. If the resultant premium be greater than the provisional premium the Insured shall pay the difference. If it be less the difference shall be repaid to the Insured but such repayment shall not exceed 50% of the provisional premium.

2. The basis of value for declaration shall be the market value and any loss hereunder shall be settled on the basis of the market value immediately anterior to the loss.
3. If at the time of any loss, there be any other subsisting insurance or insurances on other than a declaration basis whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this Policy shall apply only to the excess of the value of such stocks at the time of the loss over the sum insured by such other insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a rateable proportion of such excess) but not exceeding the sum insured hereby, bears to the total value of the stocks.
4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
5. Notwithstanding the occurrence of a loss it is understood that the sum insured will be maintained at all times during the currency of the Policy and the Insured therefore undertakes to pay extra premium on *the* amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account and shall be distinct from the final adjustment of premium.
6. In the event of this Policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on *the* average amount insured up to the date of cancellation, or 50 percent of the provisional premium whichever is the greater, but if the Policy is cancelled by the Insured after a loss has occurred the premium to be retained by the Company shall be the pro rata proportion of the premium calculated on the average amount insured up to the date of cancellation plus the pro rata proportion of the premium from the date of

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loss to the expiry of the period of insurance on the amount of the loss paid, or 50 percent of the provisional premium whichever is the greater.

7. The Maximum liability of the Company shall not exceed the sum insured hereby and the premium shall not be receivable on values in excess thereof. The sum insured may, however, be increased by prior agreement with the Company in which event the new sum insured and the date from which it is effective will be recorded on the Policy by endorsement.
8. If the stocks hereby insured shall at the time of loss be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, on stocks (other than retail) shall be separately subject to this condition.
9. It is warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this Policy.
10. This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by these Special Conditions.

45. SUBROGATION WAIVER

In the event of a claim arising under this Policy the Insurers agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:-

- (a) Any company standing in relation of parent to subsidiary (subsidiary to parent) to be Insured.
- (b) Any company which is a subsidiary of parent company of which the Insured are themselves a subsidiary.

46. TEMPORARY REMOVAL CLAUSE

Subject to the following provisions, the property insured by this Policy (other than stock in trade or merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in-transit thereto and therefrom by road, rail or inland waterway in Guyana. The amount recoverable under this extension in respect of each item of the Policy shall not exceed the amount which would have been recoverable had the loss occurred in the part of the premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said premises, 10% of the sum insured by each item after deducting therefrom the value of any building (exclusive of fixtures and fittings) stock in trade or merchandise insured thereby.

This extension does not apply to property if and so far as it is otherwise insured, nor as regards losses occurring elsewhere than at the premises from which the property is temporarily removed to:-

- (a) Motor Vehicles and Motor Chassis
- (b) Property held by the Insured in trust other than machinery and plant.

47. UNOCCUPANCY CLAUSE

It is hereby declared and agreed that temporary unoccupancy of the premises referred to herein for a period of thirty (30) consecutive days may be allowed without prejudice to this Insurance.

48. UNOCCUPIED AND VACANT RISKS WARRANTY

Warranted that, during the currency of this Policy, the premises described herein shall not be used for storage or for any other purposes and that all reasonable measures be taken to ensure that all doors, windows and other

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openings are so secured at all times as to prevent entrance by any unauthorised person or persons.

49. WATCHMEN CLAUSE

It is hereby understood and agreed that the Insurers will reimburse the reasonable costs necessarily incurred by the Insured in employing watchmen to guard any Property Insured following an occurrence insured by this Policy. No Deductible shall apply to this Extension.

50. WOODWORKING WARRANTY

Warranted that during the currency of this Policy, no woodworking be carried on, except on not more than two single benches for pattern or mould making.

51. WORKMEN'S CLAUSE

It is hereby agreed that Workmen and/or Tradesmen are allowed in, on, or about the premises insured hereby for maintenance purposes and/or for effecting repairs, alterations and/or extensions without prejudice to this insurance.

52. PANDEMIC CLAUSE

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance.
Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
All other terms, conditions and exclusions of the policy remain the same.

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FOR ALL YOUR INSURANCE NEEDS

MOTOR

- Immediate 10% safe driver discount on comprehensive policies
- Your choice of premium and deductibles
- Earn up to 60% no claim discounts
- Transferable and Bundle discounts
- FREE transferable third party/comprehensive coverage in Suriname
- Group Life/Health members discounts
- RESCUE: Breakdown Recovery & Roadside Assistance.



CONTRACTORS

- Bid Security
- Performance Bonds
- Mobilization Bonds
- Contractor's All Risk
- Third Party/Public Liability
- Employers Liability
- Equipment All Risk



LIFE

- Mortgage Protection Plan
- Endowment & Advanced Endowment
- Group Health & Life Pensions
- Retirement/Pension plan



TRAVEL

- The Caribbean
- Europe/Schengen Countries
- Worldwide



HOME

- FREE Inhabitable rental assistance
- Earn up to 30% no claim rebate
- FREE extended perils
- Dream Realized Package



COMMERCIAL

- General Insurances
- Marine Insurance
- Liabilities
- Equipment All Risk Policies



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Assuria

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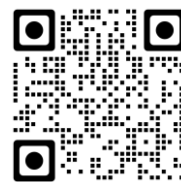
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