

**HOME EXCEL PLUS**  
Residential Insurance Package Policy

Dear Valued Insured,

Thank you for choosing Cocogen Insurance, Inc. as your Insurer.

This insurance contract between you and Cocogen consists of the Application Form, the Policy, the Schedule, and the Endorsements, if any. Please note that in accepting this insurance, we relied on the information you have provided us.

In consideration of the payment of the premium shown in the schedule, we agree to insure you, subject to the terms and conditions contained in or endorsed on this insurance contract, against loss or damage to your property, bodily Injury you sustain or legal liability, excluding exemplary damages, you incur for accidents during the period of insurance.

Should you have clarifications and concerns on this insurance contract, feel free to call us at (632) 8-830-6000 or send us an email at [client\\_services@cocogen.com](mailto:client_services@cocogen.com). To learn more about our products and services, please visit our website at [www.cocogen.com](http://www.cocogen.com).

Your Insurance Provider,

COCOGEN INSURANCE, INC.

**IMPORTANT NOTICE**

The Insurance Commissioner, with offices in Manila, Cebu, and Davao, is the Government official in charge of the enforcement of all laws relating to Insurance and has supervision over insurance companies. He is ready at all times to render assistance in settling any controversy between an insurance company and a Policyholder relating to insurance matters.

**ARTICLE 1250 OF THE CIVIL CODE WAIVER**

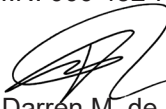
You agree that the following provision of the Civil Code of the Philippines shall not apply in determining the extent of our liability under this insurance contract:

*"Art. 1250. In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment xxx."*

**Cocogen has caused this insurance contract to be signed by its duly authorized officer in the place and on the date appearing in the schedule.**

**COCOGEN INSURANCE, INC.**

T.I.N. 000 432 798



Atty. Darren M. de Jesus  
President

**COMMITTED. COMPASSIONATE. GENUINE.**

**COCOGEN INSURANCE, INC.**

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## INTRODUCTION

When words appear in bold in this insurance contract, they will have the meanings specified in the Definitions on pages 3 to 5.

This document sets out the terms and conditions of the insurance contract between **you** and **Cocogen**. This should be kept in a safe place.

Please take time to read the whole document carefully. Further, **you** are advised:

- to check if all the **endorsements you** requested are included; and
- to comply with **your** duties under this insurance contract.

### Information you have given us

In deciding to accept this contract of insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that every information provided is accurate and complete to the best of **your** knowledge.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance contract as if it never existed and decline all claims.

### Cancellation by the Insurer

This insurance contract may be cancelled by **us** if:

- you** fail to pay the premium;
- you** are convicted of a crime arising out of acts increasing the risks and perils insured against;
- it is discovered that **you** committed fraud or material misrepresentation;
- if it is discovered that **you** commit willful or reckless acts or omissions increasing the hazards insured against;
- you** effect or allow to be effected physical changes in the property insured which result in the property becoming uninsurable;
- it is discovered that **you** secure other insurance coverage for the insured property that makes the total insurance in excess of the value of the insured property; and
- there is a determination by the Insurance Commissioner that the continuation of this insurance contract would violate or would place **us** in violation of the Insurance Code, as amended.

**Our** cancellation of this insurance contract shall be based only on the grounds stated above and shall be valid upon service to **you** of a written notice of cancellation mailed or delivered to **you** in the address indicated in the **schedule**. **We** may also serve the notice of cancellation upon **your broker** whom **you** have authorized in writing to receive the notice of cancellation on **your** behalf.

### Cancellation by the Insured

**You** can also cancel this insurance contract at any time by serving upon **us** a written notice of cancellation. The premium that may be returned to **you** upon **your** cancellation of this insurance contract will depend on how long this insurance contract has been in force or whether **you** have made a claim.

When **you** cancel this insurance contract, **we** will retain a portion of the premium based on the following scale of percentages:

If insurance contract remains in force for only:	<b>We</b> will retain:
1-5 days	6% of the premium
6-10 days	10% of the premium
11-15 days	13% of the premium
16-29 days	17% of the premium
1 month	20% of the premium
2 months	30% of the premium
3 months	40% of the premium
4 months	50% of the premium
5 months	60% of the premium

6 months	70% of the premium
7 months	75% of the premium
8 months	80% of the premium
9 months	85% of the premium
10 months	90% of the premium
11 months	95% of the premium

### Renewal

Unless **we** mail or deliver to **you** at least forty-five (45) days before the end of the policy period, at the address shown in the policy **schedule**, of **our** intention to renew this insurance contract or to condition the renewal of this insurance contract upon reduction of limits or elimination of coverage, **you** are entitled to renew this insurance contract upon payment of the premium due on the effective date of renewal.

### Subrogation

**We** may require from **you** an assignment of all rights against any party for loss to the extent that payment therefor is made by **us**.

### Law and Jurisdiction

This insurance contract shall be governed by the laws of the Republic of the Philippines.

### Dispute Resolution

In the event of any controversy or claim arising out of or relating to this insurance contract, or a breach thereof, **you** and **Cocogen** agree first to try and settle the dispute by mediation, administered by the Insurance Commission before resorting to arbitration, litigation or some other dispute resolution.

If the claim be made and rejected and an action or suit be not commenced either in the Insurance Commission or in any court of competent jurisdiction within twelve (12) months from receipt of notice of such rejection, or in case of mediation as herein provided, within twelve (12) months from the termination of the mediation proceedings, then the claims shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

### Definitions

Accidental Damage	physical damage caused suddenly and unexpectedly by an outside force
Bank Cards	credit cards, charge cards, debit cards, bankers cards and cash dispenser cards
Bodily Injury	physical injury including accidental death, disease or illness
Buildings	<ul style="list-style-type: none"> <li>• the home</li> <li>• fixtures and fittings, and electrical wirings attached to the home</li> <li>• permanently installed swimming pools, perimeter fence, guardhouse, overhead tanks, patios and terraces, walls, and gates you own or for which you are legally liable and within the premises named in the schedule</li> </ul>
Contents	<p>household goods and personal property, within the home, which are your property or which you are legally liable for</p> <p>Contents includes:</p> <ul style="list-style-type: none"> <li>• carpets</li> <li>• audio and television aerials, satellite dishes, their fittings and masts which are attached to the home</li> </ul>

Contents	<p>Contents does NOT include:</p> <ul style="list-style-type: none"> <li>• motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories</li> <li>• any plants and animals</li> <li>• any part of the buildings</li> <li>• any property held or used for business purposes</li> <li>• any property insured under a specific insurance</li> <li>• money and bank cards</li> <li>• deeds and registered bonds and other personal documents</li> <li>• stamps or coins forming part of a collection</li> <li>• gold, silver, gold and silver plated articles, jewelry, bullion or unset precious stones, and furs</li> <li>• manuscripts, plans, drawings or designs, patterns, models or molds</li> <li>• any curiosity or works of art</li> </ul>
Endorsement	a policy document that states a change in the terms and conditions of this insurance contract
Family	members of your family including your spouse, your children and parents; provided they are all residing in your home; does not include lodgers, tenants or domestic staff.
Home	the private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises
Money	<ul style="list-style-type: none"> <li>• current legal tender, checks, postal and money orders</li> <li>• postage stamps not forming part of a stamp collection</li> <li>• savings stamps and savings certificates, travellers' cheques</li> <li>• premium bonds and gift tokens all held for private or domestic purposes a person or persons authorized by you to stay in the home overnight</li> </ul>
Occupant	a person or persons authorized by you to stay in the home overnight
Period of Insurance	the length of time for which this insurance contract is in force, as shown in the schedule and for which you have paid and we have accepted a premium
Personal Possessions	<p>clothing, baggage, sports equipment and other items normally carried about the person and all of which belong to you</p> <p>Personal possessions does NOT include:</p> <ul style="list-style-type: none"> <li>• money and bank cards</li> <li>• bicycles</li> </ul>
Premises	the address which is shown in the schedule
Sanitary Ware	washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels
Schedule	the document showing your name, the premises, the sums insured, the period of insurance of and the endorsements this contract of insurance which apply
Standard	built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal construction, concrete or similar materials

Unoccupied	when the home has not been lived in by you (or a person you have authorized) for more than thirty (30) consecutive days
We / Us / Our / Insurer / Cocogen	Cocogen Insurance, Inc.
You / Your	the person or persons named in the schedule and all members of their family who permanently live in the home
Your Broker	the insurance broker who arranged this contract of insurance on your behalf

## GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF AND ENDORSEMENTS TO THIS INSURANCE CONTRACT

Each **home** included under this contract of insurance is considered to be covered as if separately insured.

The **home** shall continue to be occupied as a residential dwelling while this insurance contract is in force. Otherwise, this insurance contract will be without legal effect whatsoever.

This insurance contract is an open policy as defined in Section 60 of the Insurance Code, as amended. In the event of loss, whether total or partial, it is understood that the amount of loss shall be subject to appraisal, and **our** liability, if established, shall be limited to actual loss, subject to the applicable terms, conditions, warranties and clauses of this insurance contract, and in no case shall exceed the sum insured.

Except in cases where the law or applicable regulations which now are or in the future may be in force allow payments of premiums in periodic installments, **you** agree that this insurance contract shall be valid and binding only when the premiums have been actually paid in full and duly acknowledged in a receipt signed by **us** or **our** authorized officer or representative.

Things **you** need to do:

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in good state of repair.
2. **You** must inform **us** within fourteen (14) days of **you** becoming aware about any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**;

When **we** are notified of a change **we** will tell **you** if this affects **your** policy. For example **we** may not effect any change in, or cancel **your** policy in accordance with the Right to cancel condition, amend the terms of **your** policy or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

3. **You** must inform **us** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this contract of insurance.

If **you** fail to comply with any of the above duties this contract of insurance may become invalid and **your** claim will not be paid.

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF AND ENDORSEMENTS TO THIS INSURANCE CONTRACT

### (a) Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - i. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(b) **War Exclusion**

**We** will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of :

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; and
2. any act of terrorism  
An act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group of persons, 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 to put the public, or any section of the public, in fear.

(c) **Existing and Deliberate Damage**

**We** will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any permanent residents of **your home**

Further, **we** will not pay **your** claim should there be prima facie evidence of arson. For this purpose, Section 6 of Presidential Decree No. 1613 or the Arson Law of the Philippines is deemed incorporated in this contract of insurance:

PRIMA FACIE EVIDENCE OF ARSON – Any of the following circumstances shall constitute prima facie evidence of arson:

1. if the fire started simultaneously in more than one part of the **building** or establishment
2. if substantial amount of flammable substances or materials are stored within the **building** not necessary in the business of the offender nor for household use
3. if gasoline, kerosene, petroleum or other flammable or combustible substances or materials soaked therewith or containers thereof, or any mechanical, electrical, chemical, or electronic contrivance designed to start a fire, or ashes or traces of any of the foregoing are found in the ruins or **premises** or the burned **building** or property
4. if the **building** or property insured for substantially more than its actual value at the time of the issuance of the policy
5. if during the lifetime of the corresponding fire insurance policy more than two fires have occurred in the same or other **premises** owned or under the control of the offender and/or insured
6. if shortly before the fire, a substantial portion of the effects insured and stored in a **building** or property had been withdrawn from the **premises** except in the ordinary course of business
7. if a demand for **money** or other valuable consideration was made before the fire in exchange for desistance of the offender or for the safety of the person or property of the victim

(d) **Indirect Loss or Damage**

**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this contract of insurance.

(e) **Electronic Data Exclusion Clause**

**We** will not pay for:

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:

- computer viruses, erasure or corruption of electronic data;
- the failure of any equipment to correctly recognize the date or change of date;

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

(f) **Biological and Chemical Contamination Clause**

**We** will not pay for:

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;
3. death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organization(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

(g) **Loss of Value**

**We** will not pay for any reduction in value of the property insured following repair or replacement paid for under this contract of insurance.

(h) **Wear and Tear**

**We** will not pay for loss or damage caused by wear and tear or any other gradually operating cause.

(i) **Sanctions**

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

(j) **Other Insurance**

Except for claims for death and **bodily injury** the **endorsements** to this insurance contract. If at the time of the loss or damage to the insured **buildings** and **contents** there are other subsisting insurances covering said **buildings** and **contents**, **we** will pay only **our** ratable proportion of such loss or damage in accordance with Section 83 of the Insurance Code, as amended.

(k) **Misdescription, Misrepresentation and Omission**

If there be any material misdescription of any of the property insured, or of any **building** or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, **we** will not be liable under this insurance contract in so far as it relates to the property affected by said misdescription.

(l) **Fall or Displacement**

This insurance contract shall cease immediately upon any fall or displacement of the **home** or any part of it, or of the whole or any part of any range of **buildings** or any structure of which the building forms part.

This shall apply if such fall or displacement is of the whole or substantial or important part of such **building** or impairs the usefulness of such **building** or any part of it or any property contained in said **building** subject to increased risk of fire or is otherwise material. Further, the fall or the displacement should not be caused by fire, the loss or damage for which is covered by this insurance contract, or would be covered if such **building**, range of **buildings** or structure were insured under this insurance contract.

In any action, suit or proceeding, the burden of proving that any fall or displacement is caused by fore as discussed above shall be upon **you**.



## CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE CONTRACT

Things **you** need to do:

In the event of a claim or possible claim under this contract of insurance:

1. **You** must notify **us** in writing as soon as possible but not later than thirty (30) days from the event of loss, giving full details of what has happened.
2. **You** must forward to **us** as soon as possible, but not later than fourteen (14) days from **your** receipt of any letter, claim, writ, summons or other legal document for claim for liability is made against **you**.
3. **You** must inform the Police as soon as possible following malicious act, violent disorder, riots or civil commotion, robbery, burglary or lost property.
4. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
5. **You** must take all reasonable care to limit any loss, damage or injury.
6. **You** must provide **us** with a complete inventory of the damaged, destroyed and undestroyed property showing in details the quantities, costs and the value of the property. Within sixty (60) days after the loss, unless the period is extended by **us** in writing, **you** must submit to **us** proof loss which must:
  - a. be signed and sworn to by **you**;
  - b. state **your** knowledge and belief as to the following:
    - i. the time and origin of the loss;
    - ii. **your** interest in the property;
    - iii. other persons' or entities interest in the property;
    - iv. the actual cash value of each property for which claim is made;
    - v. the amount of loss to said property;
    - vi. the encumbrances on the property;
    - vii. all other insurance contracts covering the property; and
    - viii. the changes in the title, use, occupation, location, possession or exposures of the property since the issuance of this insurance contract.

When required, **you** should submit to **us** verified plans and specifications of **your home** and the improvements thereon.

When necessary, **we** may also require **you**:

- a. to exhibit to any person designated by **us** all that remains of the damaged property;
- b. to submit to examination under oath by any person named by **us**; and
- c. to produce for examination all other documents relevant and material to **your** claim under this insurance contract.

In any case, **you** are required to submit the originals of said documents. In case the originals be unavailable, **you** may be allowed to submit certified copies of said documents.

7. **You** must protect the property from further damage and not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties **we** may not pay **your** claim.

### How we deal with your claim

1. Defense of Claims

**We** may:

- take full responsibility for conducting, defending or settling any claim in **your** name;
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this contract of insurance.

2. Fraudulent Claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this contract of insurance shall be invalid and all claims shall be forfeited.

3. **We** will pay **your** claim within thirty (30) days after **our** receipt of the proof of loss and after the



loss or damage is ascertained by **us** or by **our** agreement with **you**.

If no ascertainment is made or no agreement is reached within sixty (60) days from **our** receipt of the proof of loss, **we** will pay **your** claim within ninety (90) days from **our** receipt of said proof of loss.

## Buildings

### What is covered

This contract of insurance covers the **buildings** for loss or damage directly caused by:

1. fire and lightning
2. explosion
3. aircraft and other flying devices or items dropped from them
4. (i) typhoon  
(ii) flood  
(iii) earthquake
5. accidental escape of water from fixed water tanks, apparatus or pipes
6. burglary and robbery
7. collision by any vehicle or animal
8. any third person taking part in a riot, violent disorder, strike, labor disturbance, civil commotion or acting maliciously
9. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit inside the **premises**

### What is not covered

**We** will not pay:

- claims within the deductible stated in the **schedule**
- claims within the deductible stated in the **schedule**
- claims within the deductible stated in the **schedule**
- (a) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences  
(b) claims within the deductible stated in the **schedule**
- (a) for loss or damage to domestic fixed fuel-oil tanks and swimming pools  
(b) claims within the deductible stated in the **schedule**  
(c) for loss or damage while the **home** is **unoccupied**
- (a) for loss or damage while the home is lent, let or sublet  
(b) claims within the deductible stated in the **schedule**
- (a) claims within the deductible stated in the **schedule**  
(b) loss caused by any vehicle owned or operated by you or any tenant of the **home**  
(c) loss caused by vehicle to fences, driveways, walks and lawns
- (a) for loss or damage while the **home** is unoccupied  
(b) claims within the deductible stated in the **schedule**
- (a) loss and damage by smoke when there is no sufficient provision for smoke pipe or vent  
(b) claims within the deductible stated in the **schedule**

This insurance contract also covers:

A. accidental loss or damage to fixed glass forming part of the **buildings** including reasonable cost of any temporary boarding pending replacement of the broken glass

B. loss of rent due to which you are unable to recover or receive

additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for

while the **buildings** cannot be lived in following loss or damage which is covered under this policy

C. expenses you have to pay and which we have agreed in writing for architects', surveyors' and consulting engineers' fees incurred in the reinstatement of the insured **buildings** following losses or damage to the **buildings** which is covered under this policy

D. costs and expenses you incurred with our consent in:

1. removing debris including the cost of removing such debris from adjoining premises, roadways and waterways; and
2. dismantling and/or demolishing, shoring up, propping up and/or protecting any part of the property whether damaged or not, provided that these are necessary to effect repair or renovation of damaged property and/ or prevent further damage to the property

We will not pay:

- (a) for the damage while the **building** is **unoccupied**
- (b) breakage due to:
  - i. construction of or structural alterations to the **premises**;
  - ii. alterations to or removal of any of the glass;
  - iii. settlement or expansion or contraction of the glass or frames or fittings due to climate conditions
- (c) claims in respect of:
  - i. damage to window frames or other fittings;
  - ii. the cost of removal and/or reinstatement of window fittings and other obstruction to replacement; and
  - iii. glass already broken at the commencement of this insurance contract
- (d) destruction or damage directly occasioned by pressure waves caused by aircraft or other devices traveling at sonic or supersonic speed
- (e) claims within the deductible stated in the **schedule**

claims within the deductible stated in the **schedule**

- (a) any expense for preparing a claim or an estimate of loss or damage
- (b) any costs if Government or local authority requirements have been served on you before the loss or damage occurred
- (c) claims in excess of the limit stated in the **schedule**

- (a) costs and expenses for the removal of:
  - i. any foundation, other than damaged portions which must be removed for repair or rebuilding; and claims in excess of the limit stated in the **schedule**
  - ii. any building or part thereof, the removal of which is required by any ordinance or law regulating construction or repair
- (b) claims in excess of the limit stated in the **schedule**

- E. 1. firefighting expenses reasonably incurred by or on behalf of the Insured in:
- extinguishing fire
  - mitigating, containing or suppressing loss or damage by any peril hereby insured against

occurring at or adjacent to or immediately threatening the **building**

2. costs of replenishing firefighting appliances and the cost of replacing or reinstating fire extinguishing materials expended

claims within the deductible stated in the **schedule**

## Settling Claims

How **we** deal with **your** claim

- If **your** claim for loss or damage is covered under this policy, **we** will pay the full cost of repair as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage and
  - the cost of repair does not exceed the sum insured
  - the damage has been repaired
- We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. Also, if **your** sum insured be less than the value of the **buildings** at the time of the loss, in case the **buildings** be totally destroyed, the amount **we** will pay **you** will not be more than the sum insured.

## Basis of Indemnity

The basis of the amount payable for loss, damage or destruction of the **building** insured under this in-surance contract is the cost of replacing or reinstating on the same site the property of the same kind or type but not superior to or more extensive than the insured **building** when new, subject also to the other terms and conditions of this insurance contract.

## Limit of Insurance

**We** will not pay more than the sum insured shown in the **schedule**.

The following clauses apply only if they are mentioned in the **schedule**.

### 1. Climatic Conditions Clause

This insurance contract does not cover loss or damage caused by dryness, dampness, and extremes of temperature or exposure to the light.

### 2. Musical Instruments Clause

This insurance contract does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

### 3. Contractors Exclusion Clause

This contract of insurance does not cover loss, damage or liability arising out of the activities of contractors.

#### 4. Protections Clause

It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties, this insurance contract will not pay a claim in respect of loss or damage resulting from unauthorized entry.