

MADURO & CURIEL'S INSURANCE SERVICES

Special Conditions Home Insurance



WHAT IS COVERED?	We cover the reconstruction value of your home and annexes, including foundations and anything that is supposed to be part of this, like solar panels, sun shades, satellite dishes, swimming pools and antennas that belong to you, the insured party, at the risk address as mentioned in your policy, for the amount mentioned in your policy.
WHAT ARE YOU INSURED AGAINST?	You are covered for damage or loss of insured items resulting from the following unexpected, sudden causes: • Fire Fire and its consequences such as damage due to vapor, smoke, soot or heat radiation by a burning object. Also when it concerns inherent deficiency or decay. • Explosion • Lightning Lightning strike and its direct and indirect consequences. • Natural hazards Storm, earth- and seaquakes, volcanic eruptions, inundation, rain. • Water and vapor Flooding, water and vapor damage due to spilling, overflowing from water pipes, sewers, fish tanks or waterbeds, caused by a sudden defect or blockage. • Violence Burglaries, vandalism, looting, rebellion, strikes and disturbances: -In case of vandalism this applies only to damage by persons who illegally entered the premises. -Damage caused by violence is only covered if the property has not been vacant for more than 30 days. • Collision by vehicles or vessels Damage due to collision by vehicles or vessels to the house or dependencies, also when caused by falling or spilling of freight from a vehicle or vessel. • Trees and branches Damage due to falling trees and branches on your lot or a neighboring lot. The expenses to get rid of the trees and/or branches to enable repair, are also covered. • Pile drivers and cranes Damage by falling pile drivers and cranes and loosing of their parts. • Aircraft, spacecraft and meteorites. Damage to your home due to take off, flying, landing, direct or indirect hits by aircraft and meteorites. • Glass Damage to window panes/windows/glass doors/ glass plated domes that admit daylight and fixed mirrors. Damage to the house or annexes due to shards of window panes and windows admitting daylight and fixed mirrors.
WHAT IS THE ADDITIONAL COVERAGE?	We cover additional expenses related to damage. This includes: • Gardens Excluding in the case of damage caused by natural conditions and malice. • Pools • Housing replacement





WHAT IS THE ADDITIONAL COVERAGE?	 Reasonable expenses for an equivalent accommodation during the time needed to restore the livability of your home. Damaged water pipes Locating and repair of pipes within the house or annexes and the necessary related knocking and tearing down. Limitation of damage Urgent assistance Clean-up expenses Expenses of salvage Expenses of security measures Trauma assistance for fire and robbery (first assistance) Loss of rent
WHAT ARE THE LIMITATIONS?	Compensation for additional coverage will be remitted together for each cause of damage, for an amount not exceeding 25% of the insured amount (max. 10% per item). Damage by induction is covered by 50% of the total amount of damage not exceeding ANG. 3,500 for every event.
WHAT ARE YOU NOT INSURED AGAINST?	We will never cover repair of the cause of damage itself nor damage resulting from or related to: • During additional construction; • Faulty construction; • Maintenance (roof leakage etc.); • Erosion or deterioration; • Vermin, bacillus, viruses or growth of vegetation; • Natural disasters: ground settlement, landslides; • Groundwater; • Rain entering through open doors and windows; • Infiltration of moisture in walls, except if this resulted from a duly covered cause.
WHAT IS YOUR DEDUCTIBLE AMOUNT?	The deductible amount for damage by natural causes is 2% of the reconstruction value of the home. All other types of damage are subject to a deductible of ANG. 100,-
WHAT DO WE MEAN BY	Home The construction including foundation, listed on the insured address in the policy, and everything which logically belongs to it. Annexes Additional (unattached) constructions that are part of the house, such as car shelters, apartments, sheds and basement depositories, situated not more than 50 meters from the house. Steel containers on the property are not considered annexes.





WHAT DO WE MEAN BY...

Interest of tenant or owner

Your interest as tenant or owner of an apartment, because of adaptations, improvements and/or extensions in your home and because of damage and expenses you had to make that are not compensated by other insurance.

Glass

This includes glass used to pass light in windows and doors of the home described in the policy. Also synthetic domes and windows, sun resistant materials between window panes, glass and synthetic windows in windscreens, partitions of plots and balconies, solar panels, glass panels used to decorate house fronts.

Fire

A fire caused by burning and accompanied by flames, outside of a fireplace, that is capable to multiply on its own. This is why the following cases are not considered as fire: burnout of electric applicances and motors; overheating, burning and bursting of furnaces and kettles.

Damage by aircraft

Without prejudice to the General Exclusion in the General Terms and Conditions and the provisions relating to the act of war, if the risk of damage by aircraft is also insured, damage to insured items by striking of a leaving, flying, landing or falling aircraft or spacecraft is also covered, as well as damage by an attached, loosened, thrown or falling projectile, detonation device or another object, including any other object hit by one of the objects mentioned.

Burglary

Wrecking by visible damage to locks and obstructions of the building which contains insured items, with the intention of expropriating them.

Inundation

Collapse or overflow of dykes, wharfs, locks or other water regulating devices, regardless if the inundation was cause or consequence of an insured incident.

Lightning strike

A discharge of atmospheric electricity towards the earth, which causes demonstrable damage on the spot of the lightning strike to the surface and/or the objects thereupon, considering that damage arising within a circle of 300 meters of the strike will have been caused by the strike.

Tempest

By tempest we mean a low pressure weather system with a persistent wind speed of at least 14m/s (wind speed 7); if the wind speed varies above and under 14 m/s, we consider a weather system as a tempest from the moment that the wind speed reaches 14 m/s for the first time, until the start of a period of at least 24 successive hours with a wind speed of 10 m/s or less; in any case we will not consider a tempest to have ended before the elapse of 3 days (72 hours) - counting from the start of the tempest - in which the tempest has not occurred anymore.



WHAT DO WE MEAN BY...

We consider as tempest damage:

- Damage caused by insured items loosened and/or broken and/or damaged by strong wind;
- Damage to insured items by objects moved and hit because of strong wind;
- Damage by rain, as long as this is caused by wind damage to the insured objects;
- Damage to insured items by rain or inundation, as far as the inundation is caused by a tempest.

Earth- or seaquake and volcanic eruption

By damage of earth- or seaquake and volcanic eruption we mean damage caused by movement and transformation of the stable surface of the earth (tectonic and geological phenomenon), either during or within 24 hours after the occurrence of the consequences of the earth- or seaquake and volcanic eruption on or near the whereabouts of the insured items. In any case an event will not be considered to have ended before 3 days (72 hours) have elapsed, counting from the start of the event without recurrence.

In case of another event that is not covered, and that originated during or within 24 hours of the occurrence of the consequences of the earth- or seaquake and volcanic eruption on or near the whereabouts of the insured items, the company will not grant a compensation, unless the insured party is able to prove that the damage can be attributed to one of the mentioned tectonic or geological phenomena.

Strikes and riots

- By strikes we mean the joint refusal to execute or completely execute legitimate assignments by a number of employees of a company;
- By riots we mean incidental violent manifestations.

War and Kindred Risks

By War and Kindred Risks we mean:

- Armed conflict: any case of struggle where states or other organizations use military power to confront each other or where one confronts the other. An armed conflict can also mean an armed operation of a peace corps of the United Nations;
- Any terrorist act: by a terrorist act we mean an act, consisting of but not limited to, the use of power or violence and/or the menace of this, by any person or group(s) of persons, alone or in name of or related to any organization(s) or government(s) for political, religious or similar reasons, including the intention to influence any government or community, or to frighten any part of the community;
- Civil war: a more or less organized violent struggle between residents of the same country, involving a major part of the inhabitants;
- Domestic riots: more or less organized local violent acts, at various locations within a country;
- revolt: a more or less organized local violent movement against the public authorities;
- Mutiny: a more or less violent movement of members of an armed group, against the authority they are subject to.

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WHAT DO WE MEAN BY...

Nuclear atomic reactions

By nuclear atomic reactions we mean any nuclear reaction that generates energy such as nuclear fusion, nuclear fissure, natural and artificial radio activity. The exclusion of nuclear atomic reactions does not apply to radio-active nuclides, outside of a nuclear installation and are used or designated for industrial, commercial, agrarian, medical, scientific, educational or (nonmilitary) security objectives, provided authorization (where needed) is given by any government to manufacture, use, storage and disposal of radio-active materials. By nuclear installation we mean an installation as described in The Nuclear Incidents (Third Party Liability) Act (Wet Aansprakelijkheid Kernongevallen) (Dutch Bulletin of Acts and Decrees 1979-225).

Repair expenses

All reasonable expenses to restore the insured home to its original state or form.

Salvage expenses

Expenses during or immediately after a fire, including aid and the primary most necessary provisions to limit damage.

Expenses of reasonable measures against an immediate danger before, during or after an insured event to avoid or reduce damage to insured items. Damage to resources used in this case, caused by the insured danger, are considered as salvation expenses. The purchase of resources in case of a menace of tempest damage, are not considered as salvation expenses.

Damage limitation

Measures to avoid or limit damage.

Clearing expenses

Expenses to demolish, clear away and eliminate insured items, that are not already included in the damage assessment, so far as this clearing and/or demolishment is a necessary consequence of an insured event.

Detection expenses

Expenses to detect the cause of unexpected flowing or leakage of water from pipes, drains and sewers within and outside the home, and the connected installations and sanitary and other equipment and the related breaking and repairs of walls, floors and other parts of the home, as well as the repair of the pipes and equipment itself.

Reconstruction value

The amount necessary to reconstruct the insured home immediately after the incident, in the same place with the same destination.





DAMAGE

WHAT ARE YOU EXPECTED TO DO?	 You have to report the damage as soon as possible You have to take action to limit the damage You have to assist in establishing the extent of the damage and furnish evidence You need to ensure that your premiums are completely remitted
WHAT CAN YOU EXPECT FROM US?	 Immediately after your claim, we let a specialist appraise the extent of the damage. After final determination and approval we will remit the payable amount without delay.
HOW IS DAMAGE DETERMINED AND COMPENSATED?	 We determine the extent of the damage and directly compensate the insured person.
	 We use a specialist to determine the damage. If you wish to involve another specialist, you have to let us know in advance, we will pay their reasonable charges as far as these do not exceed the costs of our own experts. In case we cannot reach an agreement, together we will appoint a third expert. This one will determine the extent of the damage in a way that is binding for you and for us. We are authorized to recover damage from liable third parties.
GUARANTEE AGAINST UNDERINSURANCE	 We give you a guarantee against underinsurance. This implies that we do not decrease your compensation if in case of damage it results that the insured sum in fact is too low compared to the value of your home. This is because we insure your home and other costs against maximum amounts that apply for the category calculated for your home, but only if you supplied the correct information while applying for the insurance. We assume that you have answered our questions correctly. We may ask you to re-evaluate the value of your home and/or advice you to insure in a higher category. If you do not approve the change proposed by us, your guarantee against underinsurance will expire. If the expenses of reconstruction exceed 10% of the maximum insured amount stated in your policy, your guarantee against underinsurance will cease and we ask you to contact us right away.
DISCLAMER	Great care has been taken in translation of these conditions. However, in the event of any discrepancy between the English translation and the original Dutch version, the latter shall prevail and be binding upon parties.

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