



## **POLICY BOOKLET**

LA FRATERNELLE MUTUAL FIRE INSURANCE SOCIETY ESTABLISHED 1822

REVISED 2018

## WELCOME TO LA FRATERNELLE INSURANCE

This is your Policy.

It is the evidence of the contract you have made with La Fraternelle Mutual Fire Insurance Society. We will insure you during the Period of Insurance in the terms set out in your Policy, in return for payment of the premium.

The Schedule and any Endorsements are all part of the Policy. They show which Covers are in force and contain the details of your insurance.

Cover will continue after the Renewal Date shown in the Master Schedule for any period for which we accept your renewal premium.


You should pay particular attention to the Conditions and Exclusions.

Please make sure that your Policy meets your requirements. If it does not, tell us immediately.

The Policy sets out all the circumstances in which you can make a claim - you cannot claim in any other circumstances. Whilst our cover is wide, it is not a maintenance contract and does not protect you or your household against every loss, e.g. where the only damage is wear, tear or deterioration - no insurance policy does.

The contract has been based on the answers you gave us on your proposal form and the declaration you signed. You must tell us of any change in this information as soon as possible since failure to do so could invalidate your Policy. You should not wait until the next renewal date.

Signed for the Society

A handwritten signature in black ink that reads "Jan Hauke". The signature is written in a cursive style with a large initial 'J'.

Secretary / Managing Director

# WHAT TO DO IF TROUBLE STRIKES

## MAKING A CLAIM

If you need to make a claim, please contact us as soon as possible.

La Fraternelle Home Insurance  
Esplanade House  
29 Glatigny Esplanade  
St Peter Port  
Guernsey  
GY1 1WR

**Phone:** 01481 728864

**Fax:** 01481 728705

**Email:** [contact@orion-insurance.co.uk](mailto:contact@orion-insurance.co.uk)

## FREEZING

If a pipe freezes turn off the main stop valve. To thaw the pipe apply hot water bottles, a thick cloth soaked in hot water or carefully use a fan heater or electric hairdryer. Never use a naked flame. Start at the end of the pipe nearest a tap and work away from it. If any part of a hot water system is frozen there is an explosion risk if the boiler is kept alight. Call a competent plumber.

## IF A PIPE BURSTS

Turn off the main stop valve. If the burst is in a pipe leading from a storage tank try to stop water flowing out of that tank. If your tank has no stop cock get a plumber to fit one now. If you cannot stop the flow open all cold water taps to drain the system. Don't open hot water taps as the hot water cylinder could collapse if pipes feeding it are frozen. Turn off central heating and let a solid fuel heater die down. Switch off the immersion heater. Call a competent plumber. Collect water in the bath for washing and WC flushing.

## STORM DAMAGE

Use tarpaulins, plastic sheeting or hardboard to keep out the weather. Clear snow from your loft before it can melt and damage ceilings. Check for loose debris likely to fall from roofs, chimneys and gutters. When the weather improves check gutters for blockages.

## THEFT

If there has been theft, attempted theft, vandalism or any malicious act you must tell the Police immediately.

## RULES

On October 16th, 1822, a number of persons formed and constituted in this Island of Guernsey a Society called LA FRATERNELLE with the object of being a Mutual Insurance and guarantee against the danger of Fire and Lightning for their Houses, Buildings, Furniture, Cattle and gathered Crops (but excluding monies and documents), for the term of three years. The said Society was then renewed by terms of three and five years until the first October, 1912.

At the General Meeting of the Members held on the 18th September, 1912, it was resolved to renew the Society for an unlimited term to begin on the 1st October, 1912.

### *This Policy of Insurance witnesseth that*

The Insured having paid to La Fraternelle Mutual Fire Insurance Society, the amount payable as per Rule 9 of the Rules of the Society, for insuring the property specified in the schedule, against loss or damage to the buildings and/or contents caused by any of the insured perils defined herein for which a premium has been paid, the SOCIETY HEREBY AGREES WITH THE INSURED that subject to the Rules of the Society which shall be deemed to form part of this Policy, the Society will indemnify the Insured by payment or at its option by reinstatement, replacement or repair, all such loss or damage, to an amount not exceeding the amount or amounts shown in the schedule.

This cover also includes:

- (i) architects, surveyors, and legal fees not exceeding those authorised by the respective professional institutes necessarily incurred in the reinstatement of the Buildings but not for preparing and submitting any claim, provided that the Society's liability does not exceed 10% of the Sum Insured on such Building.
- (ii) any amount agreed by the Society for the cost of removing debris and of dismantling, demolishing, shoring up or propping of the parts of the Buildings destroyed or damaged necessarily incurred with the consent of the Society.
- (iii) the additional cost necessarily incurred in reinstatement of the Buildings in compliance with building regulation or regulations, laws or ordinances of the States of Guernsey excluding costs incurred in complying with any of the aforesaid regulations with which the Insured had been required to comply prior to the happening of the loss or damage Insured hereby.
- (iv) The Insured, their spouse, named partner, family and domestic employees permanently living at your home and are deemed to be part of the insureds household.

## **RULE 1**

### **MUTUAL OBLIGATIONS**

- (a) All members of the Society are liable to make good any damage caused to the property insured with the Society belonging to any Member in accordance with the provisions of the rules – each Member contributing to the insured value of the property he or she is insuring with the Society.
- (b) It is a condition that the Sum Insured represents and will at all times be maintained by the Insured at not less than the full cost of reconstructing the building plus architects' and surveyors' fees and an amount in respect of debris removal and the total liability of the Society in respect of loss or damage during any period of insurance shall not exceed the amount stated against each item (plus inflation protection if indexed linked) respectively or in the aggregate the total Sum Insured.

## **RULE 2**

### **POLICY COVER**

#### **BUILDINGS AND CONTENTS**

##### **DEFINITION OF BUILDINGS:**

The private house or self-contained flat at the address shown in the Schedule. The home, and its domestic outbuildings, garages, domestic greenhouses not exceeding 6.25 metres, swimming pools, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges and \*fences, including landlords fixtures and fittings, all on the same site. **EXCLUDING** carpets, curtains, plants in the garden, aerials, satellite aerials and their fittings or masts. No cover for loss or damage to any building (including greenhouses) originally constructed for commercial purposes unless otherwise shown on the Schedule.

##### **DEFINITION OF CONTENTS:**

The word Contents means household goods and all other personal property, tenants' fixtures and fittings, all of which are owned by or are the legal responsibility of the Insured or of any permanent member of his or her household. **EXCLUDING** motor vehicles, caravans, trailers, or watercraft and accessories attached thereto, livestock, any part of the Buildings, any property specifically insured against the perils of covered hereby under any other insurance, any part of the structure of the home, its ceilings, wallpaper and the like, plants in the garden and any domestic appliance which is integrated into fitted units.

Subject to the provisions of these Rules, the Society will by payment, reinstatement or repair, indemnify the Insured against any loss or damage which may occur to or by reason of:-

<b>What is covered</b>	<b>What is not covered</b>
<p>Fire, lightning, explosion, storm, flood, malicious damage, aircraft or articles dropped therefrom and accidental damage to Buildings.</p> <p>Accidental damage to Contents is optional and subject to additional premium.</p>	<p>The amount of excess shown on the Schedule of Insurance.</p>
<p>Escape of water or oil from any fixed water or heating appliance, water supply or sewage pipes.</p>	<p>The amount of excess shown on the Schedule of Insurance.</p> <p>Loss or damage caused by:-</p> <p>the failure or lack of sealant and/or grout;</p> <p>the escape of water as a result of any taps being left on;</p> <p>leaking flexi hoses, appliances or Sani-flo toilets and other mechanical or electrical equipment;</p> <p>leaking or dripping tap that required re-washing or replacing;</p> <p>the escape of water from a water cylinder over 15 years old;</p> <p>insufficient lagging or maintenance neglect;</p> <p>the bursting of an external pipe;</p> <p>The replacement or repair of any tanks and cisterns shall be the liability of the policyholder.</p>
<p>Fixed glass including double glazing, not exceeding a thickness of 1cm with plate fitted into exterior door panels and exterior window frames of domestic premises, maliciously broken by vandals or such like law-breaking persons.</p>	<p>Breakage or damage by civil riot, civil commotion or enemy action.</p>
<p>Impact by vehicles or animals not owned or in the charge or control of the policyholder.</p>	
<p>Falling trees.</p>	<p>Damage to gates, *fences and the cost of removing a tree.</p>

<b>What is covered</b>	<b>What is not covered</b>
<p>Subsidence, heave or landslip of the site beneath the Buildings.</p>	<p>Damage caused by bedding down of new structures.</p> <p>Damage to solid floor slabs, or resulting from their movement, unless the foundations beneath the external walls of your home are damaged at the same time.</p> <p>Damage caused by river or coastal erosion.</p> <p>Damage resulting from demolition or structural repairs or alterations to the buildings or faulty workmanship, defective design or the use of defective materials in the buildings.</p> <p>The amount of excess shown on the Schedule of Insurance.</p> <p>Damage to properties built on reclaimed land.</p> <p>Damage to properties built on clay areas.</p> <p>Damage to outdoor swimming pools, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges, or fences unless your home is damaged at the same time.</p>
<p>Claims for damage to a felt, ruberoid or fibreglass roof may be subject to a reduction or contribution dependent on the age of the roof as these types of roofs have a limited life span.</p>	<p>Damage to or from a roof that has exceeded its life span according to a manufacturer advice.</p>

### LOSS OF OIL AND METERED WATER

<b>What is covered</b>	<b>What is not covered</b>
<p>Additional metered water charges incurred by the Policyholder by any insured cause.</p> <p>The cost of oil lost from the domestic heating installation following Accidental Damage to any part of the domestic heating installation.</p> <p>The most we will pay under this section is GBP 1,000 during any one period of insurance.</p>	<p>Loss occurring after your home has been unoccupied for 30 consecutive days.</p>

### THEFT OF CONTENTS

<b>What is covered</b>	<b>What is not covered</b>
<p>Theft of Contents as defined in the schedule if cover is stipulated in the policy and additional premium paid.</p>	<p>Losses incurred whilst the Property is lent, let, sub-let or unoccupied for 30 consecutive days.</p> <p>Losses not reported to the Police and in the case of charge or credit cards to the issuing company within 24 hours.</p> <p>Items away from the home.</p> <p>Losses incurred unless there is forcible and violent entry or exit.</p>

### ACCIDENTAL DAMAGE COVER

<b>What is covered</b>	<b>What is not covered</b>
<p><b>Provided this cover is stipulated and an additional premium paid.</b></p> <p>Damage caused by accidental external means to the Contents, including while professional removers are moving the property to a new home within Guernsey and the policy is to be continued with the society.</p>	<p>Damage arising from weather.</p> <p>Damage to any power driven machine while in use as a tool and arising directly out of such use.</p> <p>Damage to television and radio apparatus and aerials, arising during the fitting, adjustment, repair or dismantling of any part of the apparatus or aerial.</p> <p>Damage caused when the property is lent, let or sub-let or unoccupied for more than 30 consecutive days.</p> <p>Goods in transit/storage unless packed by professional removers and all terms and conditions of the professional removers have been complied with.</p>

### CHRISTMAS GIFTS

<b>What is covered</b>	<b>What is not covered</b>
<p>Loss or Damage to Christmas Gifts by an insured risk whilst in your home during the month of December. Up to 10% of and in addition to the Contents Sum Insured as shown in the Schedule.</p>	



## WEDDING GIFTS

What is covered	What is not covered
Loss or Damage to Wedding Gifts by an insured risk whilst in your home during the period one month before and after the wedding day of any member of your household. Up to 10% of and in addition to the Contents Sum Insured as shown in the Schedule.	

### SPECIFIC SUB-LIMITS

The cover by La Fraternelle Mutual Fire Insurance Society in respect of each Private Home, and elsewhere as hereinafter defined, shall NOT EXCEED during the period of this insurance unless separately specified;

GBP 1,500 in respect of property in the open but within the confines of the premises,

GBP 1,000 in respect of cash, currency, bank notes, negotiable documents, (credit, telephone or charge cards £50 maximum), coins and stamps not forming a part of a coin collection,

GBP 500 in respect of deeds, registered bonds and other personal documents,

GBP 500 in respect of stamps or coins forming part of a collection,

GBP 4,000 or 10% (ten percent) of the Sum Insured on Contents WHICHEVER IS THE LESS in respect of gold and silver articles (including plate), jewellery and furs unless separately specified.

## PEDAL CYCLES

What is covered	What is not covered
<p><b>Provided this cover is stipulated and the cycles are clearly specified including make and model.</b></p> <p>Pedal cycles with a value below GBP 1,000 including electric battery powered cycles.</p>	<p>Pedal or electrical cycles valued at GBP 1,000 and over.</p> <p>Theft of the cycle or parts of the cycle unless the cycle is in a locked building or has been immobilised by a security device.</p> <p>Loss or damage to the accessories or parts unless the cycle is stolen or damaged at the same time.</p> <p>Loss or damage while the cycle is being used for racing. Loss or damage if not reported to the nearest Police authority within 24 hours of discovery.</p>

## DEEP FREEZER CONTENTS

<b>What is covered</b>	<b>What is not covered</b>
<p>GBP 250 Sum Insured, which can be increased if requested at no additional premium.</p>	<p>The deliberate act of any electricity or gas supply authority or the exercise by any such authority of its power to withhold or restrict supply.</p>
<p>This extension covers the contents of the Insureds frozen food cabinet(s) or domestic refrigerator(s) if they are under TEN YEARS OLD against deterioration of foods up to the policy limit of GBP 250 or the combined amount of this limit together with the additional sum insured requested, due to the following causes:</p> <p>Breakdown of the refrigeration machinery.</p> <p>Failure of the public electricity or gas supply.</p> <p>The action of refrigerant fumes escaping from the equipment.</p> <p>The blowing of domestic fuses.</p>	<p>Failure of the electricity or gas supply due to strikes or any other withdrawal of labour by employees of any electricity or gas authority.</p>

## ALTERNATIVE ACCOMMODATION / LOSS OF RENT

<b>What is covered</b>	<b>What is not covered</b>
<p>The cost of alternative accommodation or loss of rent if the insured premises are deemed by the officers of the Society to be uninhabitable due to damage caused by any of the insured perils.</p> <p>Maximum sum payable with an additional premium paid is the sum insured stipulated on the policy schedule.</p>	<p>Any amount exceeding the sum insured as stipulated on the policy schedule.</p>

## TENANTS LIABILITY

<b>What is covered</b>	<b>What is not covered</b>
<p>The Insured's legal liability as tenant up to 10% of his or her contents sum insured for accidental damage caused to the landlords fixtures, fittings and contents.</p>	<p>Loss or damage caused by fire, storm, water or other perils in respect of the landlords property. Loss or damage whilst the Insured property is unoccupied.</p>

## PERSONAL AND PUBLIC LIABILITY

<b>What is covered</b>	<b>What is not covered</b>
Personal Liability up to GBP 2,000,000 (two million pounds) or any other sum stipulated on the Schedule of Insurance, any one accident or series of accidents arising out of any one event.	Loss or damage to property owned, occupied or in the custody or control of the Insured or any member of the Insured's family.
Public Liability up to GBP 2,000,000 (two million pounds) or any other sum stipulated on the Schedule of Insurance, any one accident or series of accidents arising out of any one event.	<p>Loss or damage to property owned, occupied or in the custody or control of the Insured or any member of the Insured's family.</p> <p>Any liability directly or indirectly arising from:</p> <p>(a) any employment, business or profession.</p> <p>(b) the use of lifts or mechanically or electrically propelled vehicles (other than gardening equipment, mobility scooters and invalid carriages).</p> <p>Injury, death or disease of any member of the Insured's household.</p>

## COURT ATTENDANCE WITNESS EXPENSES

<b>What is covered</b>	<b>What is not covered</b>
We will pay up to GBP 100 per day for each day or part of a day that you are called as a witness for criminal proceedings in a court up to a maximum of GBP 1,000 in any one period of insurance.	<p>Any court attendance costs where you have not been a material witness to a crime.</p> <p>Where the criminal proceedings have been brought against you.</p> <p>Any court attendance for civil court proceedings.</p>

## BOVINE ANIMALS

(Not available on New Business from 2003)

<b>What is covered</b>	<b>What is not covered</b>
<p>Provided this cover is stipulated and an additional premium paid.</p> <p>Each animal may be insured up to a maximum value of GBP 1,000 per named animal.</p>	Death due to foreseen circumstances.

**ALL RISKS COVER**

<b>What is covered</b>	<b>What is not covered</b>
<p>Provided this cover is stipulated and an additional premium paid.</p> <p>The Society will indemnify the Insured or members of the Insured’s family permanently residing with the insured by payment, reinstatement, replacement or repair against loss or damage by any cause not hereinafter excluded to their property as defined below or in the attached “All Risks” Schedule occurring anywhere within the geographical limits. All such property must be kept and used solely for private, social and domestic purposes.</p> <p><b>UNSPECIFIED ITEMS AND PERSONAL EFFECTS</b> Items with a value under GBP 1,500 for each item do not need to be listed. This includes jewellery, watches, hearing aids, mobile phones, spectacles, sports equipment, diving equipment, fishing rods and equipment, golf clubs, musical instruments, laptops, iPads, wheelchairs, photographic equipment, clothing, documents and securities.</p> <p><b>SPECIFIED ITEMS AS ABOVE</b> Each item above GBP 1,500 is to be specified individually on the policy and a written valuation required for jewellery/watches with a value of GBP 2,000 and above. Cycles and invalid carriages with a value of GBP 1,000 and above are also to be specified individually on the policy.</p> <p><b>GEOGRAPHICAL LIMITS</b> The Channel Islands and elsewhere in the British Isles and for the purposes of travel only, elsewhere in the world.</p>	<p>Furniture, furnishings, household goods, business goods and equipment.</p> <p>Livestock, motor vehicles, boats, and any equipment or accessories relating thereto.</p> <p>Musical and sports equipment excludes damage that occurred whilst being used for the purpose intended.</p> <p>Any loss or damage which is recoverable under a basic Householders or similar Policy.</p> <p>Confiscation or detention by Customs or other officials.</p> <p>Electrical or mechanical breakdown.</p> <p>Consequential loss.</p> <p>Loss or damage occurring anywhere outside the limits of the British Isles occasioned by or happening through riot, strikes, civil commotion, subterranean fire, earthquake or volcanic eruption.</p> <p>Breakage of drum skins, reeds or strings in respect of musical instruments.</p> <p>Breakage or damage to watches or clocks due to over winding.</p> <p>Business or professional use in respect of musical instruments, photographic, video and sporting equipment and accessories.</p> <p>Loss or damage in respect of unset precious stones.</p> <p>Loss or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused material, unless purchased pre-recorded when settlement will be based on the maker’s latest price list.</p> <p>Depreciation in value.</p>

What is covered	What is not covered
	<p>Theft from an unlocked and unattended vehicle (items stolen from a locked vehicle would be subject to a policy limit of GBP 1,500 for any one claim).</p> <p>Theft from property/temporary accommodation unless accompanied by forceful and violent entry or exit.</p> <p>Loss or damage to any item sent by post or any means of transport or in transit unless accompanied by the Insured.</p>

**SPECIAL CONDITIONS**

The liability of the Society under the policy is limited in respect of the Sum Insured thereon.

The Society will not pay for the cost of replacing any undamaged item, parts of items or forming part of a set, suite or other articles of a uniform nature, colour or design, when the remaining item or items are still usable and the loss or damage occurs within a clearly identifiable area to a specific part and replacement cannot be matched. This includes settee and bathroom suites, worktops, kitchen units and tiles.

Where damage to floorings and carpets is in a specific area, the society is responsible for repair or equivalent replacement up to the door tread of the room where the damage occurred.

Items of jewellery/clothing forming a pair such as earrings or boots where the remaining item could not be matched, thereby making the pair unusable, would be covered in full for the pair, the original remaining item becoming the salvage of the society if requested.

All sums which may from time to time be paid to the Insured under this Section in any one year of Insurance shall be accounted in diminution of the Total Sum Insured by the Section so that in the case of subsequent loss or damage during the same year the total amount payable by the Society shall not in any case exceed the Total Sum Insured.

## **RULE 3**

### **ADDITIONAL EXCEPTIONS AND LIMITATIONS, WHICH APPLY TO THE WHOLE POLICY**

1. No compensation shall be payable in respect of:
  - (a) damage caused by domestic pets;
  - (b) damage to buildings not maintained in a good and substantial state of repair;
  - (c) damage to hay by the overheating thereof;
  - (d) damage to internal pipes, external pipes, tanks or water pumps, Saniflo or labour incurred for repair;
  - (e) loss or damage as a direct result occasioned by frost (except for damage resulting from the escape of water from any fixed water installation);
  - (f) damage to oil burners occasioned by frost or extremes of temperature;
  - (g) by the escape of oil from any fixed domestic oil installation;
  - (h) loss, destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - (i) property left unoccupied for more than 30 consecutive days unless notified to the Society;
  - (j) whilst the home is occupied by paying guests in addition to members of the Insured's family, exceeding six adults in total;
  - (k) storm damage to hedges, \*fences, gates or tennis courts;
  - (l) damage caused solely by mechanical or electrical fault or breakdown;
  - (m) liability arising from an agreement entered into by the Insured unless the liability would have existed without the agreement;
  - (n) water damage caused by the escape of water from guttering, rainwater downpipes, roof valleys, gullies and overflows;
  - (o) the cost to repair or replace any domestic appliance including fixed water installations and fixed domestic oil installations;
  - (p) damage to or caused by model aircraft and drones;
  - (q) water or storm damage to rooms below the ground or in areas with a high-water table.

2. The Society shall make no payment in respect of the policy excesses shown in the schedule and any voluntary or compulsory excess that may apply for any loss ascertained after the application of any condition of Average (underinsurance).
3. Claim settlement will be on a replacement new for old basis but if you do not intend to repair or replace, a deduction may be made for wear and tear on all items lost, damaged or stolen. Cash/ Indemnity settlements to be considered by the Board.
4. In the case of malicious damage to plate glass, no claim shall be accepted by the Society until the event has been reported to the Island Police, and no claim shall be accepted in respect of an uninhabited or condemned dwelling.
5. The sum insured by each item of each section of this policy which applies to loss or damage to the property thereby insured, is hereby declared to be separately but similarly subject to average in accordance with the following clause:  
Whenever a sum insured is declared to be subject to average, if the property thereby insured shall at the breaking out of any fire, or at the commencement of any other loss, destruction of, or damage to such property by any other peril hereby insured against be collectively of greater value than such sum insured, then the Insured shall be considered as being his or her own Insurer for the difference, and shall bear a rateable share of the loss accordingly. It being the responsibility of the Insured to ensure the sum insured is at current rebuilding or replacement cost plus architects' and surveyors' fees and an amount in respect of debris removal.
6. The maximum amount incurred under any one policy shall be decided by the Annual General Meeting from time to time.
7. This Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
8. This Policy does not cover loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, any legal liability of whatever nature directly or indirectly caused or contributed by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, ionic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
9. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in conjunction with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. An act of terrorism includes any act, or preparation in respect of action, or

threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in conjunction with any organisation(s) or government(s) de jure or de facto, and which:

- (a) involves violence against one or more persons; or
- (b) involves damage to property; or
- (c) endangers life other than that of the person committing the action; or
- (d) creates a risk to health or safety of the public or a section of the public; or
- (e) is designed to interfere with or to disrupt an electronic system.

This Policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in conjunction with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

Notwithstanding the above and subject otherwise to the terms, conditions, and limitations of this Policy in respect only of personal lines this Policy will pay actual loss or damage (but not related cost or expense) caused by any act of terrorism provided such act is not directly or indirectly caused by, contributed to by, resulting from, or arising out of or in conjunction with biological, chemical, or nuclear pollution or contamination warfare or terrorism.

10. This Policy does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:
- a) infectious or contagious disease;
  - b) any fear or threat of a) above; or
  - c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

11. This Policy does not cover the cost of replacing any undamaged items or parts of items forming part of a set or pair, suite, carpet or other articles of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.



12. This Policy does not cover:

(a) Loss or damage directly occasioned by wear, tear, depreciation, inherent defect, damp, wet and dry rot and losses arising from the process of cleaning, repairing, dyeing or restoring any article nor the action of light or atmospheric conditions, moth, vermin, rodents or any other gradually operating cause.

(b) Loss or damage resulting from theft, malicious or any other deliberate act by the Insured or his her spouse/partner or member of the Insured household.

(c) Damage caused by demolition, structural repairs or alterations to the building.

(d) Damage due to faulty workmanship, defective design, the use of defective materials or any pre existing damage prior to policy inception.

13. Storm is defined as a period of violent weather of

a) Strong winds with gusts of at least 55mph, sometimes accompanied by rain or

b) Hail or Snow of such intensity or weight that it causes damage to hard surfaces or breaks glass.

c) Rain alone is not classified as a storm.

The condition of your home will be taken into consideration when assessing a claim. A storm can highlight damage rather than cause it and damage that happens gradually through wear and tear or due to lack of maintenance is not covered.

14. The Insured must take all reasonable precautions to prevent/minimise loss or damage.

15. Cyber and Electronic Data is excluded for damage, liability, cost or expense caused deliberately, accidentally, or liability caused directly or indirectly by computer viruses or other attacks by electronic means including hacking or malfunction by :

i. the use of or inability to use any application, software, or programme;

ii. any computer virus;

iii. any computer related hoax relating to i and/or ii above.

iv. loss of or damage to any electronic data (for example files or images) wherever it is stored.

## **RULE 4**

### **ADMINISTRATION**

1. The Society shall be administered by a Board composed of a President, Vice-President, Secretary Managing Director and a minimum of four non-executive Directors.
2. The President, or in their absence, the Vice-President shall Chair the meeting. Should both the President and Vice-President not be in attendance, the members present shall elect a Chairman from those present. This Acting Chairman role shall not at any time be held by the Secretary / Managing Director.
3. Prior to the consideration of electing or co-opting a new Board Member, the applicant or nominee must meet the following eligibility requirements. These requirements must also be maintained by all Members the duration of their Directorship:
  - a. Must be over 18 years of age;
  - b. Must hold a current policy with the Society;
  - c. Must be an appropriate person to be appointed as a Director in the opinion of the Board.
4. All members of the Board except the Secretary/Managing Director shall be elected at the Annual General Meeting of the Society to hold office until the next such meeting and shall be eligible for re election. Casual vacancies occurring during the year may be filled by appointment by the Board, officers so appointed holding office until the next Annual General Meeting.
5. The Secretary/Managing Director shall be appointed by the Directors, subject to ratification at the next Annual General Meeting, and will serve at the pleasure of the Society. The Secretary Managing Director shall be remunerated for his or her services as shall be voted by the Society in a General Meeting. All other members of the Board shall receive remuneration, an amount as agreed at the Annual General Meeting.
6. Four members of the Board present at an ordinary meeting shall constitute a quorum.
7. The decision of the majority of the members of the Board present shall be a decision of the Board and in the event of equality of votes, the President or Vice-President or other person presiding at the meeting shall have a second and casting vote.
8. The Directors shall be, individually and collectively, liable to the members in negligence in respect of their administration of the Society.

9. A Member of the Board shall cease to hold office if:
  - a. the Board Member ceases to hold an active policy with the Society;
  - b. he resigns his office by notice in writing to the Secretary / Managing Director;
  - c. he takes up permanent residence outside the Bailiwick of Guernsey;
  - d. he has been absent from two consecutive meetings and the board resolves that he has vacated office;
  - e. he comes bankrupt or is subject to sequestration;
  - f. he is, or might be, suffering from mental disorder or insanity;
  - g. he is suspended or forbidden to hold the position of a Director by a regulatory body or by Court ruling;
  - h. he is requested by all other Board Members for the time being to resign and a resolution that he has vacated office is thereafter passed at a Board Meeting by at least 75% of all of the Board Members in attendance;
  - i. it is resolved at a General Meeting by at least 75% of the Members in attendance.
10. At the discretion of the Board a retiring Director or member of the Society who has given outstanding and/or long service to the Society may be elected as an Honorary Life Vice-President and by virtue of this office be invited to any social events / functions held by the Society and be able to attend, but not vote, the Society's Annual General Meeting or Extraordinary General Meeting convened by the Society even if having ceased to be a member.

## **RULE 5**

### **ACCOUNTS**

1. The Secretary/Managing Director shall be responsible for keeping all records and accounts of the Society.
2. The Society's accounts shall be audited annually by an auditor appointed at the Annual General Meeting who shall be a member of either the Institute of Chartered Accountants in England and Wales, the Institute of Chartered Accountants of Scotland, the Institute of Chartered Accountants in Ireland or the Association of Chartered Certified Accountants.

## **RULE 6**

### **GENERAL MEETINGS**

1. The Annual General Meeting shall be held not later than the 31st day of March in each year.
2. Notice of a General Meeting shall be given by publication in the Guernsey Evening Press on at least two occasions and with at least two clear days before the day on which the meeting is to be held.
3. Five members present at a General Meeting shall constitute a quorum.
4. Only matters of which notice was included in the published Agenda may be decided at a General Meeting.
5. Voting shall be by show of hands unless the Chairman rules or all remaining members present request by a two thirds majority that there is a secret ballot. In the case of equality of votes, the Chairman of the meeting shall have a second and casting vote.

## **RULE 7**

### **MEMBERSHIP**

1. Any person deciding to become a Member may apply to the Society. A Policy will then be issued signed by the Secretary/Managing Director, which will constitute acceptance of the application for membership.
2. No increase or decrease in the value insured shall have effect until signed by the Secretary/Managing Director.

## **RULE 8**

### **CESSATION OF MEMBERSHIP**

1. On the death of a Member, insurance of his or her property will continue until membership has been discontinued by his or her heirs or legal personal representatives in accordance with paragraph (2) of this Rule. His or her heirs or legal representatives shall remain liable for calls until membership has been discontinued.
2. A Member may cancel the Policy by giving us written instructions and will receive a refund of the premium for any unexpired period of cover unless notification of a claim has been received by the Society since renewal date.
3. We may also cancel the Policy by sending 7 days notice by letter to your last known address. If we cancel the Policy we will make a full refund of the premium for any unexpired period of cover unless notification of a claim has been received since renewal date.

## **RULE 9**

### **PREMIUMS AND CALLS**

1. The annual rates shall be decided by the Society in the Annual General Meeting in advance for the year, but these may be increased on individual policies, at the discretion of the Society.
2. Should there be insufficient funds to meet a claim, the Board shall convene an Extraordinary General Meeting to authorise an additional call to be paid by all members.
3. A call shall be deemed to have been made by the passing of this resolution of the General Meeting authorising the call.
4. All liability of the Society towards a Member shall immediately cease if the Member has not paid the amount of any call within fifteen days of the call being made.
5. Index-Linking. To combat inflation the sums insured under the Buildings, Contents and Personal Possessions sections of the Policy will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by The States of Guernsey and/or the Association of British Insurers.

## **RULE 10**

### **CLAIMS**

1. A Member wishing to make a claim against the Society under his or her policy shall give notice thereof to a Member of the Board within 24 hours of the event causing the damage or loss being discovered. The Board may decide to reject a claim not so made.
2. Settlement will be on a new for old basis provided the sum insured is adequate to replace the contents as new. If items lost or damaged are not to be replaced, a deduction may be made at the discretion of the Society if agreeing to make a cash settlement.
3. If there has been theft, attempted theft, vandalism or any malicious act a Member must also tell the Police immediately.
4. A Member must at their own expense provide us with all details and evidence we request, including written estimates and proof of ownership or value. Any writ, summons or other legal document served on a Member or any member of your household in connection with a possible claim must be sent immediately. A Member must not answer any correspondence without our consent.
5. A Member must give whatever information or assistance we request and must not admit, deny or negotiate any claim without our written consent.
6. No property may be abandoned to us however we have the right to request the salvage item if it has been replaced in the settlement of a claim.

## **RULE 11**

### **COMPENSATION**

1. The Board shall in every case have power to replace or repair any loss or damage in lieu of paying compensation.
2. Compensation will be assessed by two or more members of the Board at the Board's discretion.
3. The assessment of compensation in accordance with this Rule shall be final and binding as between the Member and the Society.
4. Any compensation assessed is subject to an average clause. If a Member is under insured, he or she will be considered their own insurer for that percentage by which they are under insured. It being the responsibility of the Member to ensure the sum insured is at current rebuilding or replacement cost plus architects' and surveyors fees and an amount in respect of debris removal.

## **RULE 12**

### **EXPERTS**

The President, Vice-President and Secretary/Managing Director may authorise that an expert be engaged at the cost of the Society to advise on any matter affecting the Society.

## **RULE 13**

### **RE-INSURANCE**

The Society will Re-insure with another insurer or insurers not less than ninety (90) percent of the risks it undertakes.

## **RULE 14**

### **CONDITIONS WHICH APPLY TO THE WHOLE POLICY**

1. **POLICY TERMS AND CONDITIONS.** A Member and members of your household covered under this Policy must comply with its terms and conditions.
2. **PRECAUTIONS.** A Member must take all reasonable steps to prevent or minimise loss, damage or accident and maintain the insured property in a sound condition and good repair.
3. **OTHER INSURANCE.** If any loss, damage or legal liability covered under this Policy is also covered by any more specific other insurance, we will not pay more than our rateable proportion of any claim.

- 4. **SUBROGATION.** Before or after we pay your claim under this Policy a Member must, if we ask, take or allow us to take in your name, all the steps needed to enforce your rights against any other person. We will pay any costs and expenses involved.
- 5. **FRAUD.** If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf to obtain any benefit under this Policy or if any damage be occasioned by the wilful act or with the connivance of the Policyholder, all benefits under the Policy shall be forfeited.
- 6. **ALTERATIONS TO RISK.** The Society must be notified of any alterations in the risk which materially affect this Policy.
- 7. **NO CLAIMS DISCOUNT.** If you make a claim under your Policy, your no claims discount will be removed for the next two renewals.
- 8. **AVERAGE / UNDER-INSURANCE.** Strict Average is to be applied, without exception, to loss payments where the property values declared are below 90% of their actual value at the time of loss.

Under-insurance occurs when the amount for which the property is insured, is less than the value of such property.

Remember to insure your property for its replacement value and NOT for the purchase amount.

When loss/damage occurs, there are two insurers, namely:

- The insurance company, and
- The Insured as his/her own insurer.

**EXAMPLE:**

Value of property	GBP 250,000
Sum insured	GBP 200,000
Difference (as his/her own insurer)	GBP 50,000

In the event of a net loss or damage of GBP 10,000 (after the excess has been applied), each of the “Insurers” contributions are as follows:

**INSURANCE COMPANY**

$$GBP\ 200,000 / GBP\ 250,000 \times GBP\ 10,000 = GBP\ 8,000$$

**INSURED**

$$GBP\ 50,000 / GBP\ 250,000 \times GBP\ 10,000 = GBP\ 2,000$$

## **RULE 15**

### **DISSOLUTION**

The Society may be dissolved:

1. By a resolution of the Board if the number of Members is less than 10 for a period of not less than six (6) months;
2. By a resolution of the Members carried by not less than three-fourths of the votes cast in a postal ballot PROVIDING THAT no ballot shall be held unless the following formalities have been observed:
  - (a) Not less than three-fourths of the Members voting at a General Meeting have resolved to hold a ballot;
  - (b) The number of votes cast at the General Meeting for and against a ballot have been minuted;
  - (c) Each Member has been sent to their last recorded address and within one month of the General Meeting a voting slip in a form approved by the Board;
  - (d) The votes cast shall be counted by an officer appointed by the Board on the fourteenth day after voting slips have been sent to the Members and no votes shall be received after that day.
3. The dissolution shall take effect from the day when the resolution is passed and the Board shall be responsible for the winding up of the assets and liabilities of the Society.
4. If any property remains after the discharge of all debts and liabilities of the Society it shall be distributed amongst the Members of the Society at the date of dissolution in proportion to the value of the premiums paid by each Member during the year ending with the date of dissolution.
5. This rule may not be altered except by resolution of three-fourths of the Members ascertained by postal ballot conducted in the manner set out in point 2 above.



## **RULE 16**

### **ADDITIONAL POWERS**

1. The Board may purchase, hire, take on, or otherwise acquire, any real or personal property and any rights or privileges.
2. The Board may let out, construct, maintain, restore, replace, furnish, equip and alter, any such property.
3. The Board may maintain and manage and assist in, or contract for, the maintenance and management of land and premises for the purposes of the Society.
4. The Board may pay and discharge all expenses properly incurred in connection with the Society in the due exercise of any of their powers.
5. The Board may pay and discharge any rent, taxes, costs of insurance, improvements, repairs or other outgoings, payable from time to time in respect of any property.
6. The Board may permit any real or personal property acquired on behalf of the Society to be held in the name of nominees, or anybody corporate as nominee instead of in the names of the Directors, on such terms as the Board think proper and with power to incorporate a company for such purposes.
7. The Board may at any time, or times, borrow from any persons any monies required for the purposes of the Society on such reasonable terms as to repayment of principal and payment of interest and on such security as they think fit.

## **RULE 17**

### **AMENDMENTS OF RULES**

These Rules may only be amended at a General Meeting.

## **RULE 18**

### **INTERPRETATIONS**

In these Rules the expression “Member” shall mean any person who for the time being has property insured with the Society.

“Register” shall mean the Register to be kept by the Secretary/Managing Director.

## **LEGAL PROTECTION**

Legal Protection can be added to a buildings or contents policy at an additional cost on the onset of a new policy or at the policy renewal. This option can only be included if the property is owner occupied or a tenant can add this cover to their own contents policy.

## **DATA PROTECTION**

On 25th May 2018, The Data Protection (Bailiwick of Guernsey) Law, 2018 (Guernsey's equivalent legislation to the European Union's General Data Protection Regulation (GDPR)) came into force.

La Fraternelle Insurance is registered with the Office of the Data Protection Commissioner in Guernsey for the processing of data. We seek to comply fully with the Law, and our Privacy Notice giving further information about how we comply with the law can be found on our website [www.fraternelleinsurance.co.uk](http://www.fraternelleinsurance.co.uk) or alternatively a hard copy can be requested from us.

Please note that the basis for processing your personal data is the conclusion of a contract between us and you – the contract being your policy with us – as evidenced by your completed proposal form. We will only use your data for the purposes for which it was provided, can confirm that we only hold the data necessary for your policy, and that data is only retained for a fixed period of time after you cease to be a policyholder with us.

Should you have any further questions in respect of our compliance with the Data Protection legislation, please feel free to contact us.

## **OUR PROMISE OF SERVICE (COMPLAINTS)**

We take all complaints seriously and aim to resolve problems promptly. If you should have a complaint on the sale of your insurance or for a claim, you should in the first instance contact the Manager at La Fraternelle Insurance on 728864 to review the problem and if this cannot be resolved the complaint would be brought before the Board of Directors to assess the matter. If you are unhappy with the outcome of the Board's decision, you may refer the matter to the Ombudsman Service below:

Channel Islands Financial Ombudsman  
P O Box 114  
Jersey  
JE4 9QG  
Tel: 01481 722218