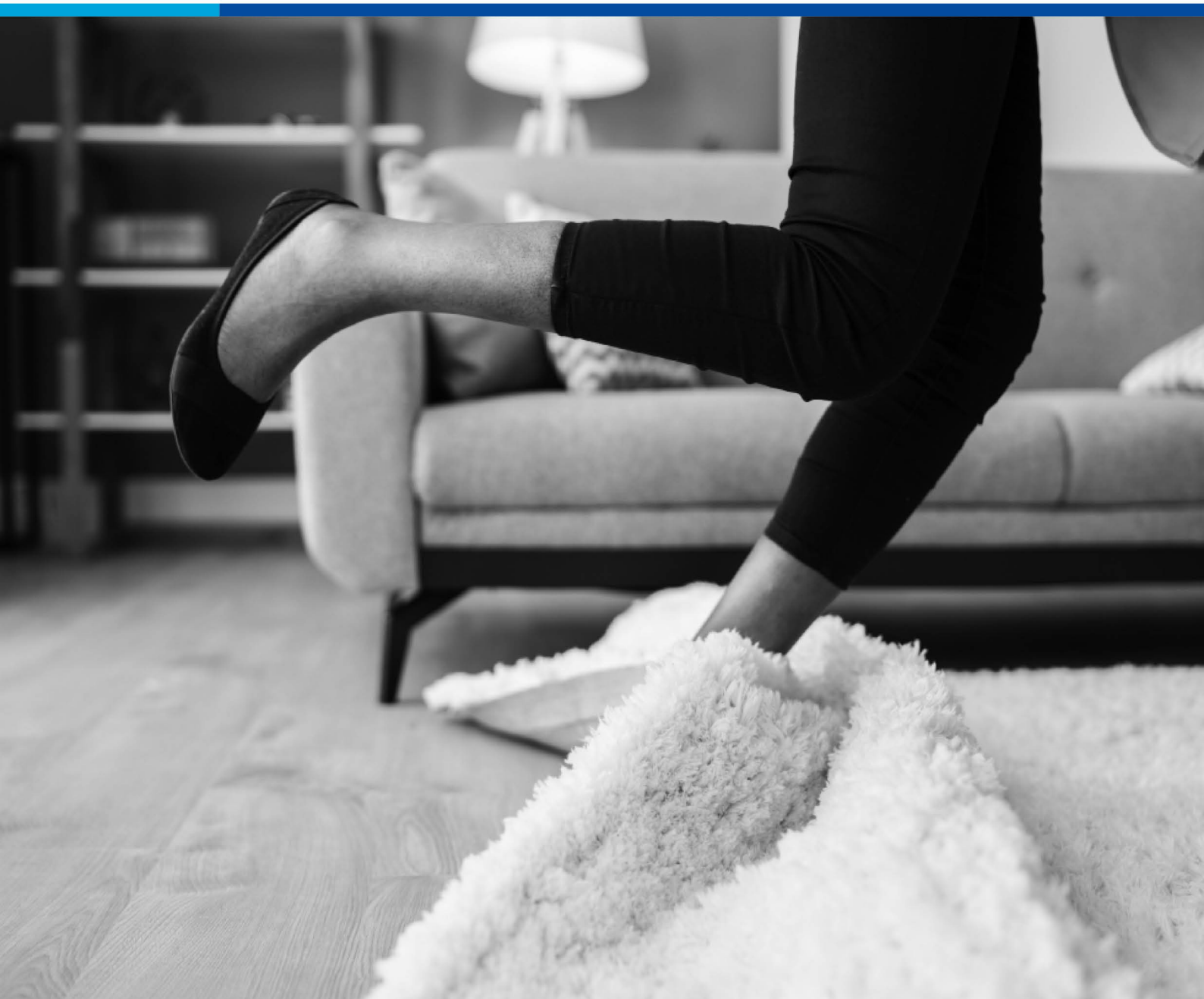
CG | UNITED

www.cg.insure

Personal Liability Pro

Policy Conditions



Thank you for choosing CG United.

The Personal Liability Pro protects you and your family in the event a liability claim is made against you for bodily injury, death or physical damage to property of others.

If you need further details or have any questions, your broker or local CG United branch will be delighted to help. Alternatively, help and guidance can be obtained by visiting our website, www.cg.insure.

Important
The insurance cover provided by this Policy may be varied by clauses attached to the Policy.

Please refer to Our Agreement on page 3 of the Policy Conditions and read all Policy documents to ensure that you have the insurance cover required.

Our Agreement

This Policy, including the Application, Policy Schedule, Clauses and Riders shall be read together and forms a legally enforceable agreement between you and us. We agree to indemnify you up to the specified insured limits, less the applicable deductibles, for personal liability claims arising from a covered event in exchange for the total premium being paid. All information provided in your application, including declarations over the Internet, form the basis of this policy. You must answer all the questions in your application accurately and reveal all significant facts you know or ought to know before this policy is issued. You must also tell us of any change in this information before or after the policy has been issued to prevent annulment of this policy or denial of coverage.

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Policy Conditions

Section 1 – Definitions

1. **Insured Person**

   As a Family
   If the policyholder is insured as head of the family, the following persons are considered as insured:

   - the policyholder;
   - his/her spouse;
   - their minor children (age 17 or younger);
   - their unmarried adult children (ages 18 till 27) who live with the policyholder or who live away from home for studies in the same geographical area;
   - their grandparents, parents-in-law, parents, unmarried blood relatives and relatives by marriage living with the policyholder;
   - their domestic employees, as far as their liability is related to the domestic work only.

   As an Individual
   If the policyholder is insured as an individual, the following will be considered to be insured:

   - the policyholder;
   - the domestic staff, if applicable, as far as their liability is related to the domestic work only.

2. **Damage**
   Damage shall mean:

   - bodily injury to persons: injury or impairment of the health of persons, whether or not resulting in death, including the ensuing damage.
   - damage to objects: damage and/or destruction and/or loss of objects or property of a third party, including the ensuing damage.

3. **Third Party**
   Third Party shall mean:

   - A person, organization or entity not insured under this policy.

4. **Sublimit**
   Sublimit shall mean:

   - A limit inside the maximum liability limit for a specific type of damage. A sublimit is part of, rather than in addition to, the maximum liability limits and does not increase the overall limits.

5. **Company**
   Company Shall mean the company specified on the Policy Schedule:

   - CG United Insurance Ltd. (Curaçao, St. Maarten, BES Islands); or
   - CG United Insurance Aruba N.V. (Aruba)

Section 2 – Scope of Coverage

1. The policy covers the liability of the insured person as a private individual. Liability arising from the practice of a profession or conduct of an (ancillary) business, as well as performing paid manual labor, is not covered.

2. The policy covers liability claims up to the maximum liability limit per event specified on the Policy Schedule but never more than the annual aggregate limit for all claims combined;

Section 3 – Description of Coverage

1. **Personal Liability**
   Insured is the liability of the insured persons for damage arising during the active insurance period, regardless where in the world the incident causing damage (event) has taken place. The insurance also covers the liability for damage caused during the active insurance period, but not manifesting itself until after the insurance has ended, if and as far as there is no coverage under another insurance.

2. **Cross Liability**
   Subject to a sublimit of Fl. 50,000 (USD 27,500), the liability of the insured persons with respect to each other is covered, provided there is no coverage under another insurance policy. Compensation will not be paid if the claimant is a different person than the aggrieved natural person directly involved in the event or his surviving relatives.

3. **Provision of Security**
   If a foreign government or authority requires the insured person to post a bond or other type of security to protect the rights of aggrieved parties who have been harmed or affected by a covered event, the company will advance up to a maximum of 10% of the maximum limit per event. The insured person shall authorize the company to dispose of the security as soon as it will be released and shall give their full cooperation to recover the advanced amount to the company.

4. **Immovable Property**
   With respect to immovable property, the insurance covers the liability of the policyholder or one of the insured persons living at home:

   - as owner of the building occupied by him/her with the ancillary buildings, also if part of the building is rented out;
   - as owner of a building with the ancillary buildings, not anymore or not yet occupied by him/her, for a period not exceeding 12 months after the building has been abandoned;
   - as owner of a second home or holiday home, provided that it is not only meant to be rented out to third parties;
   - as owner of a home under construction, intended for owner-occupancy, if and as far as there is no liability coverage under another insurance or a Construction All Risks insurance.
   - Other cases of liability for damage arising from immovable property are not covered.

5. **Damage caused in the event of a favor/sports and games/sleepover or babysitting**
   In the circumstances described hereinafter, in which an insured person causes damage to another person (the aggrieved party) without the insured person being legally liable for it, the insured person can also claim compensation of the damage suffered by the aggrieved party under this policy. The right to compensation is limited to a maximum of Fl. 25,000 (USD 13,750) per occurrence and in annual aggregate and also applies if and as far as:

- the claim filed with the insured person relates to the damage suffered by the aggrieved party himself, as natural person directly involved in the loss event;
- the aggrieved party is another person than a co-insured or insured person;
- no compensation of the damage can be claimed under another insurance policy, whether or not of an earlier date;
- the act causing damage and the filing of the ensuing claim have taken place during the active term of the insurance;
- the damage is not attributable to the aggrieved party's "own fault".

The circumstances in which this coverage applies are:

- a favor, which shall mean: selflessly performing work as a favor, while there is a direct connection between that work and the causing of the damage as suffered by the person for whom the work has been performed;
- practicing sports, which shall mean: practicing amateur sports and games, while - during and in direct connection with the practice of the amateur sports/games - damage is caused to a person other than a (fellow) player;
- sleepover and babysitting situations, which shall mean: sleeping over or babysitting at the home of friends, relatives or acquaintances, while damage is caused, on the understanding that the damage was suffered by the person(s) at whose home the insured person slept over or babysat.

Section 4 – Exclusions

1. **Intent**
   The liability of the insured person for damage caused by and/or arising from his/her intentional unlawful act, willful act or neglect directed against a person or object; of an insured person belonging to a group, caused by and/or arising from intentional unlawful act or neglect directed against a person or object by one or more persons belonging to the group, also if the insured person himself has not committed such act or neglect. The intentional nature of this unlawful act or neglect will not be affected by the fact that the insured person, or if he belongs to a group, one or more persons belonging to this group, is/are under the influence of alcohol or other substances to such an extent that he is unable or they are unable to exercise his/their own will.

2. **Sexual Conduct**
   The liability of the insured person for damage caused by and/or arising from his/her sexual conduct or conduct with sexual overtones of any nature; of an insured person belonging to a group for damage caused by and/or arising from sexual conduct or conduct with sexual overtones of any nature by one or more persons belonging to the group, also if the insured person himself has not acted as such.

3. **Care, Custody or Control**
   The liability of the insured person for damage: to objects that an insured person or someone on his/her behalf under his care, custody or control on account of: a rental agreement, rent-to-own agreement, lease agreement, ground lease, farm lease, pledge agreement or usufruct (including the right of use and habitation); the conduct of an (ancillary) business or practice of a (additional) profession; the performance of paid manual labor; to objects that an insured person is unlawfully in possession of; motor vehicles, (static) mobile homes, trailer tents, motor vessels and sailboats (including sailboards), and aircraft that an insured person or someone on his/her behalf is in possession of; consisting of and/or on account of loss, theft or missing of money, valuable

documents, bank cards, debit cards or credit cards that an insured person or someone on his/her behalf is in possession of.

This exclusion shall not apply to: the legal liability of an insured person for damages to a vacation accommodation (max. 30 successive days) caused specifically by 1) a sudden and unforeseen fire or 2) water that has accidentally escaped from water installations or appliances. The described damages are covered up to a sublimit of Fl. 50,000 (USD 27,500) per occurrence and in annual aggregate, provided there is no coverage under another insurance.

Other cases of liability for damage to property held by an insured person or someone on his/her behalf, other than in the cases referred to above, are insured up to a maximum sublimit of Fl. 10,000 (USD 5,500) per event.

4. Motor Vehicles

The liability for damage caused with or by a motor vehicle is excluded, with the exception of:

a. passenger risk
The liability for damage caused as passenger of a motor vehicle, including damage to that motor vehicle;

b. power-driven lawn mowers, children's toys, etc.
The liability for damage with or by power-driven lawn mowers, children's toys, and such consumer items, provided that they cannot exceed a speed of 10 km per hour, as well as with or by remote-controlled model cars;

c. joyriding
The liability for damage caused during joyriding with a motor vehicle, provided that the insured person that has caused the damage is younger than 18; in deviation from aforementioned provision, this coverage also includes the liability for damage to the motor vehicle used for joyriding, up to a maximum amount of Fl. 25,000 (USD 13,750) per occurrence and in annual aggregate. Joyriding shall mean every unlawful use of a motor vehicle, without having the intention to take possession of this motor vehicle;
Excluded remains the liability: in the event of theft or misappropriation of the motor vehicle; in the event of joyriding without violence, if a liability insurance has been taken out for the motor vehicle.

The coverage described under subparagraphs a, b, and c will not apply if the liability is covered by another insurance.

5. Vessels

The liability for damage caused with or by a vessel is excluded, with the exception of:

a. rowboat/canoe/sailboat
The liability for damage caused with or by rowboats, canoes, sailboards, and sailboats with a sail surface not exceeding 16 m^2, unless these vessels have an (outboard) engine with a power exceeding 3 kW (approximately 4 hp);

b. model boat
The liability for damage caused with or by remote-controlled model boats, unless they have an (outboard) engine with a power exceeding 3 kW (approximately 4 hp);

c. passenger risk
The liability of an insured person as passenger of a vessel, including damage to that vessel;

The coverage described in this paragraph will not apply if the liability is covered by another insurance.

6. **Aircraft**
   Excluded is the liability for damage caused with or by an aircraft, a model airplane, a hang glider, a target aircraft, a parasailer, a kite, an airship, a model missile, and a balloon with a diameter exceeding 1 m when fully filled, with the exception of:

   the liability for damage caused with or by model airplanes the weight of which does not exceed 20 kg;

   the liability of an insured person as passenger of an aircraft, including damage to that aircraft.

   The coverage described in this paragraph will not apply as far as the liability is covered by another insurance.

7. **No longer residing in Curacao, Aruba, St. Maarten, or the BES Islands**
   The liability of an insured person who no longer resides in Curacao, Aruba, St. Maarten or the BES Islands is excluded.

8. **Firearms**
   The liability for damage caused in connection with the possession and/or use of firearms is excluded.

9. **Cyber Liability**
   The liability for any loss of data, damage, directly or indirectly caused by or arising out of a cyber act to any application, website, operating system, software, database or any other computer system.

10. **Communicable Diseases**
    The liability for any loss, compensation, injury, sickness, disease, death, medical payment, defense cost or any other amount incurred, caused directly or indirectly by or in connection with a communicable disease or the fear or threat of a communicable disease, including but not limited to, a virus, bacterium, parasite or other organism.

11. **Fines and Penalties**
    Claims for taxes, fines, penalties, punitive-, exemplary-, aggravated- or multiplied damages imposed by courts or government agencies.

12. **Excluded Animals**
    The liability for damage, injury or death caused by pit bulls, snakes and other illegally owned animals.

13. **Misrepresentation**
    The entire policy is rendered null and void if the insured person has concealed or mispresented any material fact or circumstance of a claim or makes an attempt to defraud the company either before, during or after a claim event. The policyholder shall not be entitled to any refund premium in the event the policy is canceled following a fraudulent claim.

Section 5 – Lapse of Rights

In deviation from the provisions in the General Terms and Conditions, each right to payment shall be cancelled if the damage is reported more than three years after the moment the insured person became or could have become aware of an event from which an obligation to pay can arise for the company.

Section 6 – Claim Settlement

1. **Direct settlement with aggrieved parties**
   The company has the right to handle every claim for compensation filed against an insured person in or out of court, which may be for account of the company, itself. The company undertakes to settle and assess the damage. It has the right to compensate aggrieved parties directly and to reach settlements with them. The interests of the insured person will be taken into consideration in this connection. The company is not bound by any promise of an insured person concerning acknowledgement of liability or an obligation to pay compensation. Civil law will be used as standard for all claim settlements.

2. **Assistance in proceedings**
   The company covers up to Fl. 300,000 (US$ 165,000), in excess of the maximum liability limit per event, the costs of defense in civil proceedings instituted against the company by an aggrieved party; the costs of defense in civil proceedings instituted against an insured person by an aggrieved party, as well as the ensuing costs of the proceedings, as far as the insured person has been ordered to pay them, provided that this defense is conducted under the direction of the company; the costs of legal assistance provided with the approval of the company in criminal proceedings instituted against an insured person (fines, settlement amounts, and court fees related to criminal proceedings will not be paid); statutory interest in respect of the claim covered by the insurance.

Section 7 – Criminal Prosecution of an Insured Person

1. If an insured person is criminally prosecuted in connection with liability that would be for account of the company, the person concerned is required to promptly notify the company of this fact, while forwarding the writs issued by him.

2. In the cases in which it considers it important with a view to establishing liability, the company has the right to appoint an attorney, by whom the suspect is required to then be assisted; the costs of this legal assistance will be paid by the company.

Section 8 – Jurisdiction

The policy only covers personal liability claims brought within the jurisdictions specified on the Policy Schedule. A sublimit is applicable for claims brought within the jurisdictions of the USA and Canada.

Section 9 – Territory

The policy only covers personal liability claim events that occur within the insured territorial limits specified on the Policy Schedule.

Section 10 – Disputes

All disputes arising out of the insurance policy shall be submitted exclusively to the Court of First Instance of Aruba, Curaçao, St. Maarten or the BES Islands, depending on the territory where the insurance policy was issued.

Riders

Firearm Liability Rider

Subject to an additional premium, the Firearm Liability Rider is included if expressly shown as covered on the Policy Schedule with a specified sublimit.

Coverage
Contrary to the exclusion for liability arising from firearms, the company will indemnify the insured person up to a maximum sublimit of **FI. 100,000** (USD 55,000) per occurrence and in annual aggregate for sums which the insured person shall become legally obligated to pay as “damages” because of;

1. bodily injury or
2. property damage

   caused by an “occurrence” and arising out of use by the insured person of a “firearm”, but only while engaged in;

3. shooting at competitions or for recreation at Hunt Clubs, Gun Clubs or supervised commercial or private “ranges”.
4. shooting other than as listed in 3. where such shooting is an “accidental discharge”, and not prohibited or restricted by any local law or permit bylaws.

Exclusions
This Rider shall not apply to:

1. bodily injury or property damage caused in any manner by any person other than the licensed insured person;
2. claims for bodily injury or property damage made against the insured person by
   a) the insured person’s spouse
   b) any member, resident or occupant of the insured persons’ household;
3. any claim or liability arising out of the insured person’s employment, occupation, profession, trade or work;
4. any amount exceeding the insured sublimit;
5. any claim which was not notified to the company within 30 days of the date of the event;
6. bodily injury or property damage caused directly or indirectly by the explosion or rupture of cartridges or shotgun shells which have been manufactured, produced, assembled, loaded or reloaded by the insured person;
7. bodily injury or property damage intentionally caused by or at the direction of the insured person;
8. bodily injury or property damage arising from loading or unloading a “firearm” except while engaged in hunting, trapping or shooting at competitions or for recreation at Hunt Clubs, Gun Clubs or “ranges”.
9. bodily injury or property damage arising out of any actual or alleged criminal activity or caused by or during any actual or alleged criminal act of the insured person;
10. any claim arising out of the performance of a criminal act or caused by the insured person while under the influence of alcohol, intoxicants, narcotics or any other mind-altering substance, as defined by applicable local laws;
11. any payment in the nature of fines, judicial sanctions, penalties, punitive and/or exemplary damages or multiples of compensatory damages.

Definitions

1. “Accidental Discharge” shall mean the firing of a legally owned firearm at a time when the insured person does not intend to fire.
2. “Damages” shall mean the total sum which the Insured becomes legally obligated to pay as damages, whether by reason of adjudication or settlement, because of “bodily injury” or “property damage” covered by this policy but not covered by another insurance;
3. “Occurrence” shall mean an “accident”, including continuous or repeated exposure to conditions which results in bodily injury and/or property damage neither expected nor intended from the standpoint of the insured person. All bodily injury and/or property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one “occurrence”.
4. “Firearm” shall mean a weapon, other than a fully automatic weapon, from which a projectile is discharged by gunpowder or by pressure of compressed air.
5. “Ranges” shall mean permanently established shooting ranges supervised while in use at all times by a range manager.
6. “Accident” shall mean a sudden, unexpected and unintentional event.

Safety Warranty

The insured is obliged to comply with the following firearm safety rules:

1. The firearm must always be unloaded when not in use.
2. The firearm and ammunition must be stored separately.
3. The firearm may not be altered or modified and must be serviced regularly.
4. Use correct ammunition and make sure they are compatible.
5. Never pass a loaded firearm to another person.
6. Never rely on any mechanical device for safety.
7. Do not hold the firearm when ill, intoxicated or impaired in any way.
8. Make sure the barrel is not plugged or (partially) obstructed.
9. Always use a holster which is designed for, and which fits, the firearm.
10. Always comply with all applicable local laws and bylaws described in the firearm permit.

Non compliance with the Safety Warranty shall render the coverage void.

Renters Liability Rider

Subject to an additional premium, the Renters Liability Rider is included if expressly shown as covered on the Policy Schedule with a specified sublimit.

Coverage

Contrary to the exclusions for damage to property held under the insured person's care, custody or control, the company will indemnify the insured up to a maximum sublimit of **Fl. 50,000** (USD 27,500) per occurrence and in annual aggregate for sums which the Insured shall become legally obligated to pay as "damages" because of an "accidental damage" to the "landlord's property".

Exclusions

This Rider shall not apply to:

1. bodily injury caused to any person;
2. property owned or in custody and control of the insured person or any other property that does not belong to the "landlord";
3. any claim which was not notified to the company within 30 days of the date of the event;
4. damage whilst the rented "property" has been unoccupied for 30 or more successive days;
5. damage by any cause other than "accidental damage";
6. damage that is attributable to an act or cause that happens gradually;
7. damage caused by gradual deterioration with age, depreciation, wear and tear, collapse, cracking, settlement, shrinkage, vermin, insects, rodents, damp, rust, dry or wet rot, weather or atmospheric conditions;
8. damage or loss of computer data;
9. willful or deliberate acts;
10. normal cost of maintenance;
11. any routine cleaning, repainting, altering, repair or restoration that is not as a result of "accidental damage";
12. mechanical- or electrical breakdown;
13. loss of value;
14. damage occurring after the insured persons have vacated the landlord's property;
15. damage to valuables and money;
16. damage to vehicles or watercrafts;
17. claims arising from or caused by fire, smoke, lightning, earthquake, explosion, escape of water, storm, flood, theft, attempted theft, falling trees/branches or satellite dishes, malicious damage or vandalism, subsidence, heave or landslip;
18. "accidental damage" caused with a motor vehicle;
19. damage caused by domestic pets.

Definitions

1. "Accidental Damage" shall mean a sudden, instant, external, unintentional and unforeseen event that leads to damage the "landlord's property";
2. "Landlord" shall mean the person or persons named in the rental agreement as the landlord;
3. "Property" shall mean the landlord's buildings, including fixtures and fittings, walls, gates, fences, patios, terraces, footpaths, driveways, drains, service pipes, cables, swimming pools and other items fixed to the dwelling.
4. "Damages" shall mean the total sum which the insured person becomes legally obligated to pay as damages, whether by reason of adjudication or settlement, as a result of "accidental damage".