This is a sample Policy document that provides full wording for all the covers we offer.

Once you have bought your Policy you will be provided with the documentation specific to what you have requested.
Welcome to Sun General Insurance Inc.

We are delighted You have chosen Us for Your insurance needs and are confident that You will be satisfied with the level of service and insurance protection You receive.

In the following pages and the attached Schedule, You will learn everything You need to know about Your insurance Policy and how to contact Us in case You have a claim. Please make sure to keep this Policy in a safe place. If there is anything incorrect, please return it to Our offices immediately.

If during the course of the insurance Your circumstances change, You must notify Us immediately so that We can ensure that the cover We are providing is adequate.

Remember to ask Us or Your representative about the other services We offer including:
- Vehicle Insurance
- Home Insurance
- Travel Insurance

Having multiple policies with Us will save You money!

We hope You will be Our customer for many years to come.

Davis Browne
President

Your Policy

Your Policy, Schedule and any Endorsements, are proof of a contract between You and Us. This contract is based on the information given by or for You when You applied for this insurance by a proposal and declaration which forms part of this contract. You promise that the information You have given Us is true as far as You know.

In return for You paying and Our accepting Your premium, We will provide insurance cover under the Terms of this Policy during the Period of Insurance as shown on the Schedule. Please read Your Schedule and any Endorsements to check which sections of this Policy apply.

On behalf of Sun General Insurance Inc.

Authorized Representative

Questions?
Please call: 434-8480

Sun General Insurance
Bernmar Corporation, Sunset Crest
St. James, Barbados

Policy Version: 1.0
Last revised August 2013

Sun General Insurance
Carlisle House, Bridgetown
St. Micheal, Barbados

Head Office: Sun General Insurance
CWTS Complex, Lower Estate
St. George, Barbados
your business interruption policy

SECTION 1: DEFINITIONS

Annual Turnover
The Turnover during the 12 months immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for the variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

Business
The trade or occupation described in the Schedule as Occupancy (and no other for the purpose of this insurance) carried on at the Premises.

Data
Representations of information or concepts in any form.

Endorsement
Any written amendment to Your Policy which We have made either by way of
Your request or by a change in Your circumstances.

Gross Profit
The sum produced by adding the Net Profit to the amount of the Insured Standing Charges; or if there is no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears all to the Standing Charges of the Business.

Geographical Area
The country as listed on Your Schedule.

Indemnity Period
The period selected by the Insured and shown in the Schedule during which the results of the Business shall be affected in consequence of the Damage.

Insured Standing Charges
As shown in the Policy Schedule.

Net Profit
The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the Business of the Insured at the Premises after due provision has been made for all Standing and other charges including depreciation but before the deduction of any taxation chargeable in profits.

Period of Insurance
The period shown in the Schedule, that specifies the start and end dates of this insurance contract.

Premises
The buildings at the addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured is responsible and being, unless more specifically described in the Schedule, occupied by the Insured for the purpose of the Business.

Policy
This document which contains details of the coverages as itemised on Your Schedule, Your proposal form and any applicable Endorsements.

Rate of Gross Profit
The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of Damage.

Rate of Wages
The rate of wages to Turnover during the financial year immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for the variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

Sum Insured
The amount shown on Your Schedule as the most We will pay for claims resulting from one incident unless otherwise changed by way of Endorsement.

Terms
All Terms, conditions, exclusions and limits which apply to this Policy.

Turnover
The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.

Wages
The remuneration (including bonuses, holiday pay and the like) of all employees other than those whose remuneration is treated as salaries in the Insured’s books of accounts.

We, Our, Us, Insurer, Company
Sun General Insurance Inc.

You, Your, Insured
The person(s) or businesses named as Insured on the Schedule.

In consideration of the Insured named in the Schedule attached hereto having applied to the Company for this insurance by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein and having paid or agreed to pay the premium.

The Company shall in the event of loss or Damage arising during the Period of Insurance stated in the Schedule or any subsequent period in respect of which the Insured shall pay the Company and it shall accept the premium required for the renewal of this insurance by payment or at its option by repair reinstatement or replacement provide indemnity or compensation as described in the following pages.

This Policy shall not be in force unless the Schedule has been countersigned by a person authorised by the Company.

SECTION 2: OPERATIVE CLAUSE

The Company agrees (subject to the Conditions contained herein or endorsed or otherwise expressed hereon which conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the premium any building or other property or part thereof used by the Insured at the Premises for the purpose of the Business be destroyed or damaged by:

1. Fire (whether resulting from explosion or otherwise) but not occasioned by or happening through:
   a. its own spontaneous fermentation or heating or its undergoing any process involving the application of heat
   b. earthquake, subterranean fire, riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

2. Lightning

3. Explosion not occasioned by or happening through any of the perils specified in 1.b. above:
   a. of boilers used for domestic purposes only,
   b. of any other boilers or economisers on the Premises,
   c. in a building not being part of any gas works, of gas used for domestic
purposes or used for lighting or heating the building,

(destruction or damage so caused being herein termed Damage) at any time before four o’clock in the afternoon of the last day of the Period of Insurance or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy and the Business carried on by the Insured at the Premises be in consequence thereof interfered or interrupted with then the Company will pay to the Insured in respect of each item in the Schedule hereto the result of loss resulting from such interruptions or interference in accordance with the provisions therein contained.

Provided that at the time of the happening of Damage there shall be in force insurance covering the interest of the Insured in the property at the Premises against such Damage and that payment shall have been made or liability admitted thereof under such insurance.

And that the liability of the Company shall in no case exceed in respect of each item sum expressed in the said Schedule to be thereon in the whole total Sum Insured hereby or such other sum or sums as may hereafter be substituted by memorandum hereon or attached hereto.

SECTION 3: SPECIFICATIONS

3.1 Specifications A: Gross Profit on Difference
SPECIFICATION FOR INSURANCE OF GROSS PROFIT ON DIFFERENCE BASIS

The insurance under this section is limited to loss of Gross Profit due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

a. IN RESPECT OF REDUCTION IN TURNOVER
The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period in consequence of the Damage, falls short of the Standard Turnover.

b. IN RESPECT OF INCREASE IN COST OF WORKING.
The additional expenditure (subject to the provisions of Memorandum 4) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover, the amount shall be proportionately reduced.

For the purpose of this specification Only the definition for Gross Profit is defined as follows:

Gross Profit: The amount of the Turnover (adjusted by deducting opening stocks and adding closing stocks ) from which shall be deducted the specific working expenses.

Memoranda that apply: Memoranda 1,3,4

3.2 Specification B: Gross Profit Only
SPECIFICATION FOR GROSS PROFIT ONLY (i.e. Net Profit plus Standing Charges)

The insurance under this section is limited to loss of Gross Profit due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

a. IN RESPECT OF REDUCTION IN TURNOVER
The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover.

b. IN RESPECT OF INCREASE IN COST OF WORKING
The additional expenditure (Subject to the provisions of Memorandum 2) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the Damage.

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover, the amount shall be proportionately reduced.

Memoranda that apply: Memoranda 1,2,3

3.3 Specification C: Wages (Dual Basis)
The insurance under this section is limited to loss in respect of Wages and the amount payable as indemnity thereunder shall be subject to the amount shown in the Schedule and:

a. IN RESPECT OF REDUCTION IN TURNOVER
i. during the portion of the Indemnity Period beginning with the occurrence of the Damage and ending not later than the number of weeks for 100% Wages cover selected by the Insured and shown in the Schedule the sum produced by applying the Rate of Wages to the shortage in Turnover during the said portion of the Indemnity Period

Less any saving during the said portion of the Indemnity Period through reduction in consequence of the Damage in the amount of Wages paid,

ii. during the remaining portion of the Indemnity Period the sum produced by applying the Rate of Wages to the shortage in Turnover during the said remaining portion of the Indemnity Period

Less any saving during the said remaining portion of the Indemnity Period through reduction in consequence of the Damage in the amount of Wages paid,

b. IN RESPECT OF INCREASE IN COST OF WORKING
So much of the additional expenditure described in clause (b) of item 1 as exceeds the amount payable thereunder but not more than the additional amount which would have been payable in respect of reduction in Turnover under the provisions of Clauses (a) (i) and (ii) of this item had such expenditure not been incurred;

Provided that if the Sum Insured by this item be less than the sum produced by applying the Rate of Wages to the Annual Turnover, the amount payable under this item shall be proportionately reduced.

Memoranda that apply: Memorandum 3

3.4 Specification D: Wages (Pro-Rata Basis)
The insurance under this item is limited to the loss incurred by the Insured by the payment of Wages for the period selected by the Insured and shown by the Schedule.

The amount payable as indemnity under this item shall be the actual amount which the Insured shall pay as Wages for such period to employees whose services cannot in consequence of the Damage be utilised by the Insured at all and an equitable part (based upon shortage of production) of the Wages paid for such period to employees whose services cannot in consequence of the Damage be utilised by the Insured to the full;

Memoranda that Apply: Memorandum 3
3.5 Specification E: Auditors’ Fees
The insurance under this section is limited to the reasonable fees payable by the Insured to their Auditors for producing and certifying any particulars and details contained in the Insured’s books of accounts or other business books or documents or such other proofs, information or evidence as may be required by the Company under the Terms of Condition 6.8 of this Policy, but subject to the amount shown in the Schedule.

3.6 Specification F: Additional Expenditure
SPECIFICATION FOR INSURANCE OF ADDITIONAL EXPENDITURE (INCREASE IN COST OF WORKING ONLY) FOR PROFESSIONAL INSURED AND OFFICE RISKS ONLY

The insurance under this section is limited to the Additional Expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period in consequence of the Damage in order to prevent or minimise the interruption of the Business during the Indemnity Period.

3.7 Specification G: Cost of Working
ADDITIONAL INCREASE IN COST OF WORKING

Insurance under this section is limited to the Additional Expenditure beyond that recoverable under clause (b) of Specifications A and B hereof which is necessarily and reasonably incurred by the Insured during the Indemnity Period in consequence of the Damage for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period.

Payment under this item shall not exceed 50% of the Sum Insured thereunder in respect of the first quarter of the Indemnity Period nor 75% thereof in respect of the first half of the Indemnity Period.

SECTION 4: MEMORANDA

4.1 Memorandum 1: Alternative Trading Clause
If during the Indemnity Period goods shall be manufactured sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services or the value of the goods manufactured shall be brought into account in arriving at the Turnover during the Indemnity Period.

4.2 Memorandum 2: Insured Standing Charges
If any standing charges of the Business be not insured by this Policy then in computing the amount recoverable hereunder as increase in cost of working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the standing charges.

4.3 Memorandum 3: Pro-Rata Return
In the event of the Gross Profit earned or the Wages paid during the accounting period of twelve (12) months (if the Indemnity Period is greater a corresponding proportion of the Gross Profit must be used – e.g. Indemnity Period eighteen (18) months, use one and a half times the Gross Profit) most nearly concurrent with any Period of Insurances certified by the Insured’s Auditors, being less than the respective Sum Insured thereon a pro rata return of premium not exceeding 50% of the premium on such Sum Insured for such Period of Insurance will be made in respect of the difference. If any Damage shall have occurred giving rise to a claim under this Policy, such return shall be made in respect only of so much of the said difference as is not due to such Damage.

4.4 Memorandum 4: Uninsured Standing Charges
If any fixed or standing charges of the Business be not insured by this Policy (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working, that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and such uninsured fixed or standing charges.

4.5 Memorandum 5: 20% Upwards Adjustment Clause
It is hereby declared and agreed that in the event of the Gross Profit earned during any Period of Insurance (or during the accounting period of twelve (12) months most nearly concurrent with any Period of Insurance) as certified by the Insured’s Auditors being greater than the Sum Insured by item no.1 the Insured will be held covered to the extent of 20% of the Sum Insured hereof and a pro rata additional premium not exceeding 20% of the premium paid on such Sum Insured for such Period of Insurance will be charged in respect of the difference.

4.6 Memorandum 6: Workmen’s Clause
Workmen are allowed in or about any of the Buildings hereby insured for the purpose of carrying out minor structural and or other alterations and repairs without prejudice to the insurance of the Policy.

4.7 Memorandum 7: Automatic Reinstatement Clause
In consideration of the insurance by this Policy not being reduced by the amount of any loss, the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the Period of Insurance.

SECTION 5: EXTENSIONS

It is hereby declared and agreed that notwithstanding anything in the within written Policy to the contrary, the word ‘Damage’ is extended to include:

5.1 Special Perils
1. Impact by:
   a. aircraft and other aerial devices or articles dropped therefrom
   b. any road vehicle, horse or cattle not belonging to or under the control of the Insured or any person in the Insured’s service.

2. Explosion
   Including loss or Damage by Fire or otherwise directly caused by Explosion of Boilers, Economisers or other vessel, machine or apparatus in which pressure is used.

3. Hurricane, Cyclone, Tornado or Windstorm
   Including rain accompanying these perils and flood (including overflow of the sea) caused by these perils.

4. Earthquake and Volcanic Eruption
   and flood (including overflow of the sea) caused by these perils.

5. Flood

6. Riot and Strike
   Damage which for the purpose of this extension shall mean (subject to Special Conditions hereinafter contained) destruction or Damage directly caused by:
   a. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Special Conditions hereof.
   b. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence of any such disturbance.
   c. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
   d. The action of any lawfully constituted Authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.
Special Conditions
For the purpose of this Extension but not otherwise there shall be substituted for the respectively numbered conditions of the Policy the following:

7.11 Excluded Losses
1. CESSATION OF WORK
   Loss resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation, other than that arising directly from destruction of or Damage to Premises or the property therein of the Insured caused by the perils insured under this Policy.

2. DISPOSSESSION OF AUTHORITY
   Loss occasioned by permanent or temporary dispossessions resulting from confiscation, commandeering or requisition by any lawfully constituted Authority.

3. UNLAWFUL OCCUPANCY NUCLEAR MATERIALS
   Loss occasioned by permanent or temporary dispossessions of any building resulting from the unlawful occupation by any person of such building.

4. NUCLEAR MATERIALS
   Loss occasioned by or happening through or in consequence of Damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

5. RADIATION
   Loss occasioned by or happening through or in consequence of Damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 7.11 5. only, combustion shall include any self-sustaining process of nuclear fission.

Provided nevertheless that the Insurers are not relieved under 2. or 3. above of any liability to the Insured in respect of loss following physical Damage to the Premises or the property therein of the Insured occurring before dispossessions or during temporary dispossessions.

7.12 Excluded Perils
WAR RELATED ACTIVITY
The insurance does not cover loss resulting from damage occasioned by or through or in consequence, directly or indirectly, or any of the following occurrences namely:

1. War, Invasion, Act of Foreign Enemy, Hostilities or Warlike operations (whether war be declared or not), Civil War.

2. Mutiny, Civil Commotion assuming the proportions of or amounting to a popular rising, Military rising, Insurrection, Rebellion, Revolution, Military or Usurped Power, or any Act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

In any connection, suit or other proceeding, where the Insurers allege that by reason of the provisions of this Condition any loss is not covered by this Insurance, the burden of proving that such loss is covered shall be upon the Insured.

6.7 Cancellation
A. CANCELLATION BY YOU
   You have the right to cancel this Policy by giving seven (7) days notice in writing to any of Our offices within the Geographical Area. If the insurance be terminated at Your request the Insurers shall not be liable to repay the premium or any part of it.

B. CANCELLATION BY US
   We have the right to cancel this Policy by giving You seven (7) seven days notice by registered mail in writing to Your last known address.
   
   If a claim has been made, or an incident that may give rise to a claim has been reported, then no refund of premium will be due.

   If no claim has been made then We will refund You a pro rata premium in proportion to the amount of time that Your Policy has been in force.

   Time Policy in Force | Amount of Premium refunded
   1 - 30 days | 80% of the Premium
   31 - 60 days | 70% of the Premium
   61 - 90 days | 60% of the Premium
   91 - 120 days | 50% of the Premium
   121 - 150 days | 40% of the Premium
   151 - 180 days | 30% of the Premium
   181 - 240 days | 20% of the Premium
   241 days or more | No refund given

Provided that it is hereby further expressly agreed and declared that:

1. The liability of the Insurers shall in no case under this extension and the Policy exceed the Sum Insured by this Policy.

2. All the conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions.

3. The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the Insurance granted by the Policy as if this extension had not been made thereon.

5.2 Malicious Damage
Which for the purpose of this extension shall mean destruction or Damage directly caused by the Malicious Act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an Act amounting to or committed in connection with an occurrence mentioned in Condition 7.12 of the said Riot and Strike extension.

Provided always that all the conditions and provisions of the said Riot and Strike extension shall apply to this exclusion as if they had been incorporated therein.

5.3 Smoke Damage

5.4 Bush Fire

5.5 Accidental Discharge
Accidental discharge or leakage from fire protective equipment.

5.6 Public Utilities Dependency Clause
1. UTILITIES
   It is hereby declared and agreed that subject to the Conditions of the Policy loss as insured by this Policy resulting from interruption of or interference with the Business in consequence of Damage (as within defined) to property at any Utility Station or Sub Station of the Public Supply undertaking from which the Insured obtains electric current, water or gas or to the cables and/or pipes between the Insured's Premises and the Utility Station shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.
For the purpose of this Extension but not otherwise the definition of the INDEMNITY PERIOD shall be as follows:

INDEMNITY PERIOD: The period during which the results of the Business shall be affected in consequence of the Damage beginning:

a. Seventy-two (72) hours after the occurrence of Damage occasioned by or through or in consequence of:
   i. Hurricane, Cyclone, Tornado or Windstorm including Rain accompanying these perils and Flood (overflow of the sea) caused by these perils
   ii. Earthquake and Volcanic Eruption and Flood (overflow of the sea) caused by these perils

b. Twenty-four (24) hours after the occurrence of Damage occasioned by or through or in consequence of any other peril hereby Insured

and ending not later than six (6) months after such occurrence.

5.7 Departmental Clause
If business be conducted in departments, the independent trading results of which are ascertainable, the provisions of Clause (a) and (b) of Specifications A, B, and C shall apply separately to each department affected by the Damage, except that:

   a. If the Sum Insured by Specifications A and B be less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the Business (whether affected by the Damage or not) to the relative Annual Turnover thereof, the amount payable under item 1 shall be proportionately reduced.

   b. If the Sum Insured by Specification C be less than the aggregate of the sums produced by applying the Rate of Wages for each department of the Business (whether affected by the Damage or not) to the Annual Turnover thereof, the amount payable under Specification C shall be proportionately reduced.

5.8 Average Clause
If the Sum Insured be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover, the amount payable shall be proportionately reduced.

5.9 Supplier’s Extensions
It is hereby agreed and declared that, subject to the conditions of the Policy loss as insured by this Policy resulting from interruption or interference with the Business in consequence of Damage (as within defined) to property at any premises of the undernoted customer(s) shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

Provided that if the percentage shown below against the name of the customer at whose premises damage has occurred shall be less than the percentage of the Annual Turnover derived by the Insured from that customer, the amount otherwise payable under the Terms of this extension in respect of that customer shall be proportionately reduced.

5.14 Stamp Duty Clause
It is hereby declared and agreed that subject to the Terms of the Policy, the Insurer will pay the relevant stamp duty on claims in respect of any settlements made here under.

SECTION 6: GENERAL CONDITIONS

6.1 Misdescription
If there be any material misdescription of the Business or Premises to which this insurance refers or any misrepresentation as to any material fact to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy.

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

6.3 Other Insurances
The Insured shall give notice to the Company of any insurance or insurances already effected or which may subsequently be effected, covering any of the losses hereby insured against and unless such notice be given and particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence if any Damage, all benefit under this Policy shall be forfeited.

6.4 Fallen Buildings
Immediately upon any fall or displacement:

   a. of any building Damage to which might give rise to a claim under this Policy.

   b. of any part of such building:

   c. of the whole or any part of any range of buildings or of any structure of which such building forms part the insurance under this Policy shall cease in respect of loss resulting from Damage to such building or property therein.

Provided that:

   i. Such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any property contained therein subject to increased risk of Damage or is otherwise material;

   ii. Such fall or displacement is not caused by Damage, loss resulting from which is covered by this Policy or would be covered if such building, range of buildings or structure were included in the Premises to which this Policy refers.

If any claim be made upon this Policy in consequence of Damage whether occurring before, during or after such fall or displacement the Insured shall produce such proof as may reasonably be required that the loss was not either in origin or in extent, directly or indirectly, proximately or remotely occasioned contributed to by any such fall or displacement and did not either in origin or extent, directly or indirectly, proximately or remotely, arise out of or in connection with any such fall or displacement.
In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by Damage shall be upon the Insured.

### 6.5 Alteration
The insurance by this Policy shall cease if:

a. the Business be wound up or carried on by a Liquidator or receiver or is permanently discontinued

b. the Insured’s interest ceases otherwise than by death, or

c. any alteration be made either in the Business or in the Premises or property therein whereby the risk of Damage is increased

at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

### 6.6 Material Damage Rate
Notice shall be given to the Company and, if required, an additional premium paid, if the rate of premium payable in respect of the insurance covering the interest of the Insured in the property at the Premises against Damage shall be increased.

### 6.7 Cancellation

1. **CANCELLATION BY YOU**
   
   You have the right to cancel this Policy by giving seven (7) days notice in writing to any of Our offices within the Geographical Area. If no claim has been made, or no incident that may give rise to a claim has been reported, We will calculate the number of days Your Policy has been in force and provide You with a refund, if applicable, as per the cancellation table below:

<table>
<thead>
<tr>
<th>Time Policy in Force</th>
<th>Amount of Premium refunded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 30 days</td>
<td>80% of the Premium</td>
</tr>
<tr>
<td>31 - 60 days</td>
<td>70% of the Premium</td>
</tr>
<tr>
<td>61 - 90 days</td>
<td>60% of the Premium</td>
</tr>
<tr>
<td>91 - 120 days</td>
<td>50% of the Premium</td>
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<tr>
<td>121 - 150 days</td>
<td>40% of the Premium</td>
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<tr>
<td>151 - 180 days</td>
<td>30% of the Premium</td>
</tr>
<tr>
<td>181 - 240 days</td>
<td>20% of the Premium</td>
</tr>
<tr>
<td>241 days or more</td>
<td>No refund given</td>
</tr>
</tbody>
</table>

2. **CANCELLATION BY US**
   
   We have the right to cancel this Policy by giving You seven (7) days notice by registered mail in writing to Your last known address.

   If a claim has been made, or an incident that may give rise to a claim has been reported, then no refund of premium will be due.

   If no claim has been made then We will refund You a pro rata premium in proportion to the amount of time that Your Policy has been in force.

### 6.8 Claims

1. On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the Insured shall:
   
   a. give immediate notice to the Company.

   b. with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.

2. In the event of a claim being made under this Policy shall:
   
   a. not later than thirty (30) days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss of any kind resulting therefrom.

   b. at the Insured’s own expense produce, procure and give to the Company such books of account and other Business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

### 6.9 Fraud
If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, or if the Damage be occasioned by the willful act, or with the connivance of the Insured, or if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection or (in case of an arbitration taking place in pursuance of Condition 6.12 of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award all benefit under this Policy shall be forfeited.

### 6.10 Contribution
If at the time of any loss under this Policy there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering such loss or any part of it, the Company shall not be liable to pay or contribute hereunder more than its rateable proportion of such loss.

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

### 6.12 Arbitration
If any differences arise as to the amount of any loss such differences shall independently of all other questions be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party.

In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed.

The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or
Umpire of the amount of the loss if disputed shall be first obtained.

6.13 **Time Limits**
In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:
1. one (1) year from the end of the Indemnity Period or, if later,
2. three (3) months from the date on which payments shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is subject of pending action or arbitration.

6.14 **Definitions**
This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

6.15 **Notice**
Every notice and other communication to the Company required by these conditions must be written or printed.

**SECTION 7: GENERAL EXCLUSIONS**

7.1 **Acquired Immune Deficiency Syndrome**
This Policy does not cover injury or sickness of any Insured person arising wholly or in part directly or indirectly from Human Immunodeficiency Virus (HIV) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and from mutant derivative or variations thereof however caused.

7.2 **Data Exclusion Clause**
This Policy does not cover any liability, loss, Damage cost or expense caused by, arising out of or related in any way, directly or indirectly to:
1. a. erasure, destruction, corruption, misappropriation of Data, b. erroneously creating, amending, entering, deleting or using Data, including any loss of use arising therefrom.
2. the distribution or display of Data by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of Data.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, Damage, cost or expense.

7.3 **Electronic Date Recognition**
This Policy does not cover any loss, Damage, cost, claim, legal liability or expense of whatever nature whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
1. the calculation, comparison, differentiation, sequencing or processing of Data involving date changes to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.
2. any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.

The indemnity provided shall also not apply under any circumstances whatsoever to any legal liability of whatever nature arising out of the failure of any computer or other equipment or system for processing, storing or retrieving Data, whether the property of the Insured or not to:
3. correctly recognize any date as its true calendar date
4. capture, save or retain, and/or correctly to manipulate interpret or process any Data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
5. Capture, save, retain or correctly process any Data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of Data or the inability to capture, save, retain or correctly process such Data on or after any date.

This Exclusion applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, Damage, injury, cost, claim, liability or expense.

7.4 **Electromagnetic Fields**
This Policy does not cover any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, Damage, cost or expense.

7.5 **Genetically Modified Organisms**
This Policy does not cover:

Any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by Genetically Modified Organisms (GMO's) shall mean and include:
1. Organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change.
2. Every biological or molecular unit with self-replication potential, or biological or molecular unit with self-replication potential from which they have been derived, which has been subject to a genetic engineering process, which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any province, State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated in this definition in addition to the foregoing.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, Damage, cost or expense.

7.6 **Information Technology Hazards Clarification**
Losses arising, directly or indirectly, out of:
1. loss of, alteration of, or Damage to
2. a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, Data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:
   a. fire, lightning, explosion, aircraft or vehicle impact, falling objects,
windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

### 7.7 Asbestos

This **Policy** shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses, **Damage**, cost or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, **Damage**, cost or expense.

### 7.8 Terrorism

It is hereby declared and agreed that any acts of terrorism which means the use or threatened use of any violence or force (including acts of sabotage, or the manufacture or other creation, direct or indirect release, of germs, disease or other contagions or contaminants) by any person or persons for any reason whatsoever, whether or not such person or person are acting in concert with or on behalf of any organization or government are excluded under the within **written Policy**.

Terrorism includes but is not limited to, any use or threatened use of violence, force or physical harm by any means that frightens, intimidates or instills fear in the public at large or any members of the public.

This exclusion applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, **Damage**, injury, cost, claim, liability or expense.

### 7.9 Transmissible Spongiform Encephalopathies

This **Policy** does not cover:

1. Any liability, loss, cost or expense arising out of, resulting from, caused or contributed to by:
   a. Transmissible Spongiform Encephalopathies (hereafter referred to as **TSE**)
   b. Exposure to TSE or
   c. Exposure to any item that is known or suspected to cause, contribute to or enable TSE

2. The cost of abatement, mitigation, removal or disposal of feed, feed additives or animals, or of any premises or equipment handling such items, as a result of any known or suspected connection between such items and TSE; or

3. Any costs related to a person’s abatement, mitigation or removal of, or testing, medical monitoring, medical costs or cure for TSE.

This exclusion also includes:

4. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

5. Any obligation to share damages with or repay someone else who must pay damages because of such injury or **Damage**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, **Damage**, cost or expense.

### 7.10 Noise Pollution

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this **Policy** does not apply to injury or property **Damage** arising out of any form of noise pollution however caused.

It is further agreed and understood that this this **Policy** does not apply to any loss demand claim suit or cost arising out of or caused by noise pollution.

### 7.11 Excluded Losses

This **Policy** does not cover loss occasioned by or happening through or in consequence of:

1. The burning of property by order of any public Authority.

2. Subterranean Fire.

3. Explosion except as stated on the face of this **Policy**.

4. The burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle and the cleaning of lands by fire.

5. **Damage** to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.

6. Loss by theft during or after the occurrence of a Fire.

### 7.12 Excluded Perils

This **Policy** does not cover any loss resulting from **Damage** occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

1. Earthquake, volcanic eruption or other convulsion of nature.

2. Typhoon, hurricane, tornado, cyclone or other atmospheric disturbances.

3. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

4. Mutiny, riot, military or popular rising insurrection, rebellion revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

5. Loss of or **Damage** directly or indirectly caused by or arising from or in consequence of or contributed to by ironising radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or nuclear weapons material.

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

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