

## **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.

# Your contractors' all risks policy



## 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.

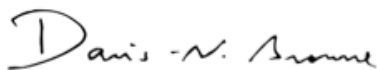
If during the course of the Insurance **Your** circumstances change, **You** must notify **Us** immediately so that **We** can ensure that the cover **We** are providing is adequate.

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.**

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Authorized Representative



## Questions?

Please call: 440-0217  
438-4138

**Grenada: Sun General Insurance**  
#13 Church Street, P.O. Box 1879  
St. George, Grenada

**Grenada: Sun General Insurance**  
Jubilee Street, Grenville  
St. Andrew's, Grenada

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**Head Office: Sun General Insurance**  
CWTS Complex, Lower Estate  
St. George, Barbados

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## SECTION 1 - DEFINITIONS

The following words and expressions will have the meaning stated below wherever they appear in bold and capitalised throughout **Your Policy**:

### Data

Representations of information or concepts in any form.

### Deductible / Excess

The amount **You** have to pay toward a claim.

### Endorsement

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

### Geographical Area

The Country as listed on **Your Schedule**.

### Limit of Liability / 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**.

### Period of Insurance

The period for which **You** are covered under this **Policy** as stated under **Period of Insurance** in **Your Schedule**.

### Policy

This document, **Schedule** and any applicable **Endorsements**.

### Schedule

The document that identifies **You** and sets out details of the cover **Your Policy** provides.

### Terms

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

### We, Us, Our, Company

Sun General Insurance Inc.

### You, Your, Insured

Any business, registered in the **Geographical Area**, or any person(s) named on the **Schedule** as the **Insured**.

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 damage or liability 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.

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

## SECTION 2 – MATERIAL DAMAGE

The **Company** hereby agrees with the **Insured** that if at any time during the **Period of Insurance** the items or any part thereof entered in the **Schedule** shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the **Company** will indemnify the **Insured** in respect of such loss or damage as is hereinafter provided by payment in cash, replacement or repair (at its own option) up to an amount not exceeding in respect of each of the items specified in the **Schedule** the **Sum Insured** set opposite thereto and not exceeding in any one event the **Limit of Liability** where applicable and not exceeding in all the total **Sum Insured** expressed in the **Schedule** as insured hereby.

The **Company** will also reimburse the **Insured** for the cost of clearance of debris following upon any event giving rise to a claim under this **Policy** provided a separate **Sum Insured** thereof has been entered in the **Schedule**.

## 2.1 Section 2 Exclusions

The **Company** shall not, however, be liable for:

1. the Deductible stated in the **Schedule** to be borne by the **Insured** in any one occurrence;
2. consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;
3. loss or damage due to faulty design;
4. the cost of replacement, repair or rectification of defective material and / or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and / or workmanship;
5. wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
6. loss or damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;
7. loss or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
8. loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities, cheques;
9. loss or damage discovered only at the time of taking an inventory.

## 2.2 Section 2 Provisions

### 1. SUMS INSURED

It is a requirement of this insurance that the Sums Insured stated in the **Schedule** shall not be less than:

- a. **for item 1:** the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, dues, and materials or items supplied by the Principal;
- b. **for items 2 and 3:** the replacement value of construction plant, equipment and machinery; which shall mean the cost of replacement of the insured items by new items of the same kind and capacity;

and the **Insured** undertakes to increase or decrease the amounts of insurance in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded in the **Policy** by the **Company**.

If, in the event of loss or damage, it is found that the Sums Insured are less than the amounts required to be insured, then the amount recoverable by the **Insured** under this **Policy** shall be reduced in such proportion as the Sums Insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

### 2. BASIS OF LOSS SETTLEMENT

In the event of any loss or damage the basis of any settlement under this **Policy** shall be:

- a. in the case of damage which can be repaired – the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or
- b. in the case of a total loss – the actual value of the items immediately before the occurrence of the loss less salvage. However, only to the extent the costs claimed had to be borne by the **Insured** and to the extent they are included in the Sums Insured and provided always that the provisions and conditions have been complied with.

The **Company** will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b. above.

The cost of any provisional repairs will be borne by the **Company** if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and / or improvements shall not be recoverable under this **Policy**.

### 3. EXTENSION OF COVER

Extra charges for overtime, night work, work on public holidays, express freight are covered by this insurance only if previously and specifically agreed upon in writing.

## SECTION 3 – THIRD PARTY LIABILITY

The **Company** will indemnify the **Insured** up to but not exceeding the amounts specified in the **Schedule** against such sums which the **Insured** shall become legally liable to pay as damages consequent upon:

1. accidental bodily injury to or illness of third parties (whether fatal or not),
2. accidental loss of or damage to property belonging to third parties occurring in direct connection with the construction or erection of the items insured under Section 2 and happening on or in the immediate vicinity of the site during the Period of Insurance.

In respect of a claim for compensation to which the indemnity provided herein applies, the **Company** will in addition indemnify the **Insured** against:

- a. all costs and expenses of litigation recovered by any claimant from the **Insured**, and
- b. all costs and expenses incurred with the written consent of the **Company**, provided always that the liability of the **Company** under this Section shall not exceed the **Limits of Liability** as stated in the **Schedule**.

### 3.1 Section 3 Exclusions

The **Company** will not indemnify the **Insured** in respect of:

1. the Deductible stated in the **Schedule** to be borne by the **Insured** in any one occurrence;
2. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section 2 of this **Policy**;
3. damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person occasioned by or resulting from any such damage (unless especially agreed upon by Endorsement);
4. liability consequent upon:
  - a. bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section 2, or members of their families;
  - b. loss or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section 2, or an employee or workman of one of the aforesaid;
  - c. any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
  - d. any agreement by the **Insured** to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

### 3.2 Section 3 Conditions

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the **Company** who shall be entitled, if they so desire, to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute for their own benefit in the name of the **Insured** any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Company** may require.
2. The **Company** may as far as any accident is concerned pay to the **Insured** the limit of Liability for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the **Company** shall thereafter be under no further liability in respect of such accident under this Section.

## SECTION 4 - GENERAL EXCLUSIONS

### 4.1 Acquired Immune Deficiency Syndrome

The within **Policy** does not cover injury or sickness of an 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.

### 4.2 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.

### 4.3 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.

### 4.4 Electronic Date Recognition Clause

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:

- a. correctly recognize any date as its true calendar date
- b. 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.
- c. 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.

### 4.5 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.

### 4.6 Flood and Inundation

The **Company** shall only indemnify the **Insured** for loss, damage or liability caused directly or indirectly by precipitation, flood and inundation if adequate safety measures have been taken in designing and executing the project involved.

Adequate safety measures shall mean that allowance is made for precipitation, flood and inundation up to a return period of 10 years for the location insured and the entire **Period of Insurance** on the basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the **Insured's** not immediately removing obstructions (e.g. sand, trees) from watercourses, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

### 4.7 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. For the purpose of this exclusion the term Genetically Modified Organisms (GMO's) shall mean and include:

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.

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.

#### 4.8 Infectious Disease

Notwithstanding anything contained to the contrary in or on the within **Policy**, the cover hereunder does not extend to include injury, sickness or death of an insured person arising directly or indirectly from, caused by, happening through, in consequence of or in any way attributable to Infectious Disease, Avian Flu or from any disease that has been declared as an epidemic by the World Health Organization.

If the **Company** alleges that by virtue of this exclusion any claim is not covered by this **Policy** then the burden of proving otherwise shall rest with the **Insured**.

#### 4.9 Information Technology Hazards

Losses arising, directly or indirectly, out of:

1. loss of, alteration of, or damage to; or
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:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

#### 4.10 Noise Pollution Exclusion

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this insurance 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 insurance does not apply to any loss demand claim suit or cost arising out of or caused by noise pollution.

#### 4.11 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.

#### 4.12 Terrorism

Notwithstanding any provision to the contrary within this insurance or any **Endorsement** thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of person, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the act of terrorism.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### 4.13 Additional Exclusions

The **Company** will not indemnify the **Insured** in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by:

1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lockout, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
2. nuclear reaction, nuclear radiation or radioactive contamination;
3. willful act or willful negligence of the **Insured** or his representatives;
4. cessation of work whether total or partial

In any action, suit or other proceeding where the **Company** alleges that by reason of the provisions of Exclusion 1. above any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon the **Insured**.

### SECTION 5 - PERIOD OF COVER

The liability of the **Company** shall commence, notwithstanding any date to the contrary specified in the **Schedule**, directly upon commencement of the work or after the unloading of the items entered in the **Schedule** at the site. The **Company's** liability expires for parts of the insured contract works taken over or put into service.

At the latest the insurance shall expire on the date specified in the **Schedule**. Any extensions of this **Period of Insurance** are subject to the prior written consent of the **Company**.

### SECTION 6 - GENERAL CONDITIONS

#### 6.1 Interpretation

1. The due observance and fulfillment of the **Terms** of this **Policy** in so far as they relate to anything to be done or complied with by the **Insured** and the truth of the statements and answers in the questionnaire and proposal made by the **Insured** shall be a condition precedent to any liability of the

#### Company.

- The **Schedule** and the Section(s) shall be deemed to be incorporated in and form part of this **Policy** and the expression "this **Policy**" wherever used in this contract shall be read as including the **Schedule** and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the **Schedule** or of the Section(s) shall bear such meaning wherever it may appear.

#### 6.2 Reasonable Precautions

The **Insured** shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the **Company** to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.

#### 6.3 Insurer's Rights

Representatives of the **Company** shall at any reasonable time have the right to inspect and examine the risk and the **Insured** shall provide the representatives of the **Company** with all details and information necessary for the assessment of the risk.

#### 6.4 Alterations

The **Insured** shall immediately notify the **Company** in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and / or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the **Insured** whereby the risk is increased, unless the continuance of the insurance is confirmed in writing by the **Company**.

#### 6.5 Claims Notification

In the event of any occurrence which might give rise to a claim under this **Policy**, the **Insured** shall:

- immediately notify the **Company** by telephone or email transmission as well as in writing, giving an indication as to the nature and extent of loss or damage;
- take all steps within his power to minimize the extent of the loss or damage;
- preserve the parts affected and make them available for inspection by a representative or surveyor of the **Company**;
- furnish all such information and documentary evidence as the **Company** may require;
- inform the police authorities in case of loss or damage due to theft or burglary.

The **Company** shall not in any case be liable for loss, damage or liability of which no notice has been received by the **Company** within 14 days of its occurrence.

Upon notification being given to the **Company** under this condition, the **Insured** may carry out the repairs or replacement of any minor damage; in all other cases a representative of the **Company** shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the **Insured** does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the **Company** is entitled to proceed with the repairs or replacement.

The liability of the **Company** under this **Policy** in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

#### 6.6 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 required by the **Company** in the interest of any rights and remedies, or of obtaining relief or indemnity from parties (other than those insured under this **Policy**) to which the **Company** is or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this **Policy**, whether such acts and things become necessary or required before or after the **Insured's** indemnification by the **Company**.

#### 6.7 Arbitration

If any difference arises as to the amount to be paid under this **Policy** (liability being otherwise admitted), such difference shall 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 arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or, in case the arbitrators do not agree, of an umpire to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the **Company**.

#### 6.8 Fraudulent Claims

If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the **Insured** or anyone acting on his behalf to obtain any benefit under this **Policy**, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided herein, within three months after the arbitrator or arbitrators or umpire have made their award, all benefit under this **Policy** shall be forfeited.

#### 6.9 Other Insurances

If at the time any claim arises under this **Policy** there is any other insurance covering the same loss, damage or liability, the **Company** shall not be liable to pay or contribute more than its rateable proportion of any claim for such loss, damage or liability.

#### 6.10 Jurisdiction Clause

The indemnity under this **Policy** shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the **Geographical Area** as defined in the **Schedule** attached to this **Policy**.