

## **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 employers' liability 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: 434-8480**

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

**Policy Version: 1.0**  
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**Sun General Insurance**  
Carlisle House, Bridgetown  
St. Micheal, Barbados

**Head Office: Sun General Insurance**  
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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**:

### **Accidental**

Unexpected or unintended from the standpoint of the **Insured**.

### **Business**

That described in the **Schedule** and includes the provision of canteen social and sports and welfare facilities for **Employees** fire first-aid and ambulance services and private work undertaken with the consent of the **Insured** by an Employee for a director partner or **Employee** of the **Insured**

### **Data**

Representations of information or concepts, in any form.

### **Damage**

Includes loss of

### **Employee**

1. any person under a contract of service or apprenticeship with the **Insured** or
2. any person supplied to or hired or borrowed by the **Insured** while engaged in the course of the **Business** who is directly remunerated in the full for the purposes of the occupation stated in the **Schedule** by the **Insured** named in the attached **Schedule** and no other employer.

### **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**.

### **Injury**

Bodily injury and includes death and disease.

### **Limit(s) of Liability / Sum(s) 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 dates shown on **Your Schedule** for which this **Policy** is in operation, and any renewal periods thereafter.

### **Policy**

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

### **Property**

Material property

### **Schedule**

The document attached to this **Policy** which gives details of the **Limits of Liability**, the excesses and which sections of the **Policy** apply.

### **Terms**

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

### **We, Us, Our, Insurer, Company**

Sun General Insurance Inc.

### **You, Your, Insured**

Any person or any company described in the **Schedule** and registered in the **Geographical Area** shown in 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 damage liability or injury arising during the **Period of Insurance** stated in the **Schedule** or any subsequent period in respect of which the **Insured** shall pay to 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 - INSURANCE COVERAGE

Now this **Policy** witnesseth that if any **Employee** in the **Insured's** immediate service shall sustain bodily injury by accident or disease caused during the **Period of Insurance** and arising out of and in the course of his employment by the **Insured** in an occupation specified in the **Schedule**.

The **Company** will subject to the **Terms** contained herein or endorsed hereon indemnify the **Insured** against liability at law for damage and claimant's costs and expenses in respect of such injury or disease and will in addition pay all costs and expenses incurred with the **Company's** written consent.

The **Company** will also in the event of the death of the **Insured** indemnify the **Insured's** legal personal representatives in the **Terms** of this **Policy** in respect of liability incurred by the **Insured** provided that such personal representatives shall as though they were the **Insured** observe fulfil and be subject to the **Terms** of this **Policy** in so as far as they can apply.

## SECTION 3 - EXCLUSIONS

The **Company** shall not be liable in respect of:

### 3.1 Other Workers

The **Insured's** liability to employees of contractors of the **Insured**.

### 3.2 Liability by Agreement

Any liability of the **Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

### 3.3 Non-Recovery

Any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.

### 3.4 Territorial Limit

Any injury by accident or disease sustained outside the **Geographical Area**.

### 3.5 Workmen's Compensation

Any liability of the **Insured** to pay compensation to an **Employee** or to the legal personal representatives or dependants of an **Employee** by virtue of any workmen's compensation law.

### 3.6 War

Any injury by accident or disease attributable to war invasion the acts of foreign enemies hostilities or war like operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power.

### 3.7 Radioactivity

Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

1. nuclear weapons material

2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exclusion combustion shall include self-sustaining process of nuclear fission

### 3.8 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.

Asbestos products means asbestos or mineral wool, and/or any products which contains asbestos or mineral wool.

### 3.9 Acquired Immune Deficiency Syndrome

It is hereby understood and agreed that 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.

### 3.10 Data

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.

### 3.11 Electronic Date Recognition

This insurance 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.

### 3.12 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.

### 3.13 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 purposes of this exclusion the term Genetically Modified Organisms (GMO) 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.

### 3.14 Information Technology Hazards Clarification Clause

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

### 3.15 Infectious Disease

Notwithstanding anything contained to the contrary in or on the within **Policy** that 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**.

### 3.16 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, by 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 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 any 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.

### 3.17 Transmissible Spongiform Encephalopathies (TSE)

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

### 3.18 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.

### 3.19 Professional Negligence

The indemnity expressed in this **Policy** shall not apply to any compensation costs or expenses for which the **Insured** is liable or is alleged to be liable as a consequence of any breach of professional duty or service whether of omission or commission.

## SECTION 4 - CONDITIONS

### 4.1 Arbitration

All differences arising out of this **Policy** 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 appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the **Company**. If the **Company** shall disclaim liability to the **Insured** for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 4.2 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 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 and in accordance with Condition 4.14 Premium Adjustment:

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

#### 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 and in such event the premium shall be adjusted in accordance with Condition 4.14 Premium Adjustment if necessary.

### 4.3 Claims Procedure

No admission offer promise or payment shall be made by or on behalf of the **Insured** without the written consent of the **Company** which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Company** may require.

### 4.4 Common Law

At common law the maximum liability covered by this **Policy** in all and in the Aggregate for any one period shall not exceed the aggregate amount stated in the **Schedule**.

### 4.5 Communication

Every notice or communication to be given or made under this **Policy** shall be delivered in writing to the **Company**.

### 4.6 Compliance With Policy Terms

The due observance and fulfillment of the **Terms** of this **Policy** in so far as they relate to anything to be done or not to be done by the **Insured** and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the **Company** to make any payment under this **Policy**.

### 4.7 Contribution

If at any time that a claim arises under this **Policy** there be any other insurance covering the same liability the **Company** shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

### 4.8 Exposure Basis

Where the Legal liability of the **Insured** to the claimant is established on "Exposure Basis" that is Legal Liability attaches for the whole part of the period which the claimant is exposed to the hazard of the employment then recovery hereunder shall be as follows:

#### 1. Proportionate Claim

The proportion of the total claim amount in respect of any one employee attributable to any one period of the **Policy** shall be that proportion of the total of such amount which the period concerned bears to the total period during which the **Employee** was exposed to the hazard of the employment and

#### 2. Insurer's Claim

The Liability of the **Insurer** under the **Policy** shall be reduced in the proportion which each period of the **Policy** bears to the total period during which the **Employee** was covered by the **Insurer** and exposed to the hazard of employment

#### Discovery Period

Provided always that exposure took place during the period of the **Policy** which shall be understood to mean exposure between each inception and annual renewal date of the **Policy**.

### 4.9 Interpretation

This **Policy** and the **Schedule** and any **Endorsements** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the **Schedule** shall bear such specific meaning wherever it may appear.

### 4.10 Jurisdiction Clause

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided herein in respect of accidental bodily injury or accidental loss of or damage to **Property** shall not apply to:

1. compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the **Geographical Area** defined in the attached **Schedule**.
2. costs and expenses of litigation recovered by any claimant from the **Insured** which are not incurred in and recoverable in the **Geographical Area** defined in the attached **Schedule**.

#### 4.11 Notice of Claim

In the event of any occurrence which may give rise to a claim under this **Policy** the **Insured** shall give immediate notice to the **Company** with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the **Company** immediately on receipt. Notice shall also be given to the **Company** immediately if the **Insured** shall have knowledge of any impending prosecution inquest of fatal injury in connection with any such occurrence.

#### 4.12 Occupational Hazard

Insofar as liability is incurred by the **Insured** under this **Policy** in respect of Legal Liability for Occupational Disease or Physical Impairment which does not arise from a sudden and identifiable accident or event this **Policy** shall provide cover only on the following basis:

##### 1. Exposure to Hazards

Where the Occupational Disease or Physical Impairment results from exposure to a hazard of the employment of the claimant, any one claim in respect of any one **Employee** of the **Insured** arising out of this exposure shall be considered individually as one event for the purpose of recovery hereunder.

#### 4.13 Occurrence Basis

In the event of Legal Liability being established to the **Insured** on other than an "Exposure Basis" as described above then for the purpose of recovery hereunder the date of loss occurrence hereon shall be the date applicable to which such Legal Liability is established.

#### 4.14 Premium Adjustment

The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the **Insured** to **Employees** during each **Period of Insurance**. The name of every **Employee** together with the amount of wages salary and other earnings shall be properly recorded and the **Insured** shall at all times allow the **Company** to inspect such records and shall supply the **Company** with a correct account of all such wages salaries and other earnings paid during any **Period of Insurance** within one month from the expiry date of such **Period of Insurance**. If the amount so paid differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the **Company** or by a refund by the **Company** as the case may be.

#### 4.15 Reasonable Precautions

The **Insured** shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

#### 4.16 Protections Warranty

The **Company** shall not be liable under this **Policy** for any loss or damage arising whilst the premises are closed against customers or callers or are left without a responsible adult therein (if the **Policy** provides for them to be so left) unless at such time all the fastenings and protections existing on the premises are in full and effective operation.

It is a condition precedent to liability that there is adequate security at the premises.