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

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Questions?
Please call: 434-8480
your employers’ liability policy

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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 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 worker’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 wood, 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,
   2. 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 recognise 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.

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.

3.15 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 claim 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:

<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>
</tr>
<tr>
<td>121 - 150 days</td>
<td>40% of the Premium</td>
</tr>
<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>

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 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.