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 You 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: 440-7000

Dominica: Sun General Insurance
17 Great George Street
Roseau, Dominica

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

Policy Version: 1.0
Last revised August 2013
your **public 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.

**Damage**

Includes loss of

**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.
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.

Excess
The amount You must pay toward any claim.

Event
An event or series of events arising out of one cause in connection with which indemnity is granted under this Policy.

Geographical Area
1. the territories stated in the Schedule
2. elsewhere in the world excluding the USA and/or Canada in respect of:
   i. the acts or omissions of persons normally resident in the territories stated in the Schedule but temporarily engaged in the Business outside such territories.
   ii. Injury or Damage caused by Products.

Injury
Bodily injury and includes death and disease.

Limit(s) of Liability
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 policy booklet, Schedule, Proposal Form and Declaration and any Endorsements that apply.

Pollution
The discharge dispersal release of escape or smoke vapors, soot fumes, acid and alkalis, toxic chemicals, liquids or gases, waste materials or irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water.

Premises
As described in the Schedule.

Products
Goods (including containers and packaging) not in the custody or control of the Insured sold or supplied by the Insured in connection with the Business from any Premises in the Geographical Area stated in the Schedule.

Property
Material property

Schedule
The document attached to this policy booklet which gives details of the Limits of Liability, the Excesses and which sections of the Policy apply.

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

You, Your, Insured
Any person(s) or any business 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 liability 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 authorized by the Company.

SECTION 2 - COVER PROVIDED AND PERSONS INDEMNIFIED

2.1 Indemnity to Insured
1. In the event of:
   a. Accidental Injury to any person
   b. Accidental Damage to Property other than:
      i. Property belonging to the Insured or in his custody or control or
      ii. Property in the custody or control of any Employee happening during the Period of Insurance in the Geographical Area and caused in connection with the Business or by Products the Insurer will subject to the Limits of Liability indemnify the Insured against legal liability to pay compensation and claimant’s costs and expenses incurred in respect of such Injury or Damage.
   
   In Paragraph 1. b. the expression "custody or control" shall not apply to:
   i. any building (including its contents) provided that in respect of any building which is leased hired or rented to the Insured such building is insured under a Fire Policy and the Insurer shall not be liable in respect of:
      a. Damage to its contents
      b. dilapidation depreciation wear and tear
      c. the Excess as shown on the Schedule for Damage caused other than by fire or explosion.
      d. liability arising solely because of a contract
   ii. visitors’ directors’ partners’ and Employees’ personal effects including motor vehicles and their contents.
   
   Provided that the liability of the Company shall not exceed:
   a. for all compensation payable in respect of or arising out of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause the amounts specified in the said Schedule as the Limits of Liability for any one incident.
   b. for all compensation payable during any one Period of Insurance the amount specified in the said Schedule as the Limit of Liability for any one Period of Insurance.

2. If the Insured comprises more than one party (which in the case of a Partnership includes each individual partner) the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if such was not included as an Insured.

3. The Insurers will in addition pay costs and expenses incurred with their written consent.

2.2 Indemnity to Other Persons
The Insurers will indemnify in the terms of this Policy:
1. if the Insured so requests:
   a. any director or Employee in respect of liability for which the Insured would have been entitled to indemnify if the claim had been made against him.
   b. any officer or member of the Insured’s canteen social sports or
welfare organizations and the fire first-aid and ambulance services.

2. any Principal on whose behalf the Insured in the course of the Business is undertaking work provided the Insurers shall not be liable for any Injury or Damage due to or resulting from any act or omission of the Principal his employees or agents.

3. the legal personal representatives of any person entitled to indemnity under this Policy in respect of liability incurred by that person.

If the Insurers are liable to indemnify more than one party the total amount of indemnity to all such parties including the Insured shall not exceed the Limits of Liability.

### SECTION 3 - ENDORSEMENTS / OPTIONAL EXTENSIONS

#### 3.1 Work Away
1. Notwithstanding anything to the contrary it is hereby declared and agreed that the situation of the risk indicated in the Schedule is amended and the Policy is extended to include:
   i. bodily Injury to or illness of any person.
   ii. legal liability for Damage to Property happening in connection with the Business and occurring:
      a. upon or about the Premises or
      b. during and in connection with duties elsewhere of any person in the employment of the Insured including duties outside the Geographical Areas and subject to the Overseas Jurisdiction Clause.

2. Notwithstanding Exclusion 4.28 and provided the Insured is not more specifically insured under any other policy the Insurers will indemnify the Insured in the terms of this Policy in respect of Injury or Damage arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle.

#### 3.2 Fire & Explosion
It is hereby declared and agreed that Exclusion 4.13 is deemed to be deleted from this Policy and the liability of the Company by virtue of this Endorsement for all compensation payable during any one Period of Insurance shall not exceed the total Limit of Liability as stated on the Schedule.

#### 3.3 Food & Drink Poisoning
It is hereby declared and agreed that Exclusion 4.14 is deemed to be deleted from this Policy however,
1. a. Liability incurred by the Insured as a result of:
   i. any defect in or the harmful nature of any goods intended to be supplied and supplied if such goods are in accordance with the design plan drawing specification or formula intended to be used and used by the Insured.  
   ii. any defect in the directions or advice intended to be given and occurring:
      a. during and in connection with duties elsewhere of any person in the employment of the Insured including duties outside the Geographical Areas and subject to the Overseas Jurisdiction Clause.

2. the liability of the Company by virtue of this Endorsement for all compensation payable in respect of all Injury, illness loss and Damage sustained during any one Period of Insurance shall not exceed the

#### 3.4 Lifts & Hoists
It is hereby declared and agreed that in consideration of the additional premium charged, Exclusion 4.19 is hereby deleted.

#### 3.5 Products Liability
The Insurers will indemnify the Insured against all sums which the Insured shall become legally liable to pay in respect of:

a. Accidental bodily Injury to any person

b. Accidental loss of or Accidental Damage to Property (including any Property in the custody or control of the Insured), happening anywhere in Geographical Area during the Period of Insurance caused by goods (which shall be deemed to include containers) sold or supplied, or mechanical or other services performed on motor vehicles in the course of the Business from any Premises within the Geographical Area mentioned in the Schedule.

In respect of this indemnity the terms conditions and exclusion of this Policy shall apply except that:

1. General Exclusion 4.6 shall be of no effect.

2. The liability of the Insurers shall not exceed in any one Period of Insurance the Limit of Liability mentioned in the Schedule exclusive of costs and expenses incurred with their written consent.

3. The Insurer will not indemnify the Insured in respect of:
   a. liability arising from:
      i. defective design or formulation of any goods.
      ii. any goods installed in an aircraft.
   b. liability for loss of or Damage to goods causing such Injury loss or Damage.
   c. any action for damages brought against the Insured in the Courts of any country outside the Geographical Area mentioned in the Schedule of this Policy in which the Insured is represented by a Branch or by an Employee domiciled in the territory or by a company firm or individual holding the Insured's Power of Attorney.
   d. the Excess as stated on the Schedule for any loss or Damage to any vehicle or any part.
   e. Damage to that part of any vehicle actually being worked upon.

#### 3.6 Flood, Fumes & Pollution Liability
Notwithstanding anything contained herein to the contrary, it is hereby agreed that the within written Policy extends, subject otherwise to its terms, exclusions and conditions to indemnify the Insured against all sums (not exceeding the Limits of Liability stated in the Schedule) which the Insured shall become legally liable to pay in the event of the sudden and Accidental Pollution of air, water and soil in so far as it affects any activities undertaken by the Insured in the course of the Business at the Insured's Premises as described herein.

Provided that:

a. such Pollution can demonstrably be proven to have been caused by an accident arising out of the said activities undertaken by the Insured.
3.7 Defective Sanitary Installations
Notwithstanding anything contained herein to the contrary this Policy is extended to indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages in respect of Accidental bodily Injury to any third party or Accidental Damage to Property occurring during the Period of Insurance and arising from defective sanitation in the course of the Business by the Insured from the Premises as described in the Schedule.

Provided that:

a. the Company shall not be liable to repair or replace any defective sanitation arrangements
b. the Company’s liability under this extension shall not exceed in any one Period of Insurance the Limit of Liability stated in the Schedule.

3.8 Tenants Legal Liability
It is hereby declared and agreed that this Policy is extended to cover loss or Damage to Premises (or fixtures or fittings thereof) leased or rented to the Insured, provided that:

a. the Premises are specified in the Schedule
b. liability assumed by the Insured under agreement is excluded unless such liability would have attached notwithstanding such agreement
c. the Insured shall be responsible for the first $1,000.00 of such loss or Damage caused otherwise than by fire or explosion.

3.9 Directors Clause
If any claim is made upon any Director / Employee and or Executive of the Insured and the claim is such that if made upon the Insured, the Insured would be entitled to indemnity under this Policy, the Company will subject to the limitations of this Policy indemnify the said Director and or Executive of the Insured in respect of such claim.

Provided that:

a. such Director and or Executive is not entitled to indemnity under any other policy or policies
b. the extension by this Endorsement shall not apply to or include liability in respect of Injury to any person under a Contract of service or apprenticeship with the Director and or Executive where the Injury arises out of and in the course of such persons employment or service with the Director and or Executive
c. such Director and or Executive shall as though he were the Insured observe fulfil and be subject to the terms exclusions limits and conditions of this Policy so far as they can apply
d. the extension by this Endorsement shall not operate to increase the Company’s liability as set forth in the Schedule under Limit of Liability beyond the amount or amounts for which the Company would be liable if this Policy were not so extended.

3.10 Motor Accidents for Unlicensed and Uninsured Vehicles
Notwithstanding anything contained herein to the contrary this Policy is extended to indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages in respect of Accidental bodily Injury to any third party or Accidental Damage to Property occurring during the Period of Insurance and arising from any motor vehicle which is owned by or in possession of or being used by the Insured.

a. which is not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation and or
b. designed or adapted primarily for use as a tool except liability in respect of which any road traffic legislation requires insurance or security.

Provided that the Insurers shall not be liable under this Endorsement if the Insured is entitled to indemnity under any other insurance.

3.11 Cross Liability
It is hereby declared and agreed that where there is more than one party named as the Insured in the Schedule, this Policy shall apply separately to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and the Company agrees to waive all rights of subrogation against any of these parties provided that the total amount payable in respect of damages shall not exceed the Limits of Liability stated in the Schedule.

3.12 Goods in Trust
Notwithstanding anything contained herein to the contrary, this Policy is extended to indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages arising from holding goods in trust.

Provided always that the liability of the Company hereunder shall not exceed in any one Period of Insurance the amount mentioned in the Schedule under Limits of Liability.

3.13 Personal Injury Extension
It is hereby understood and agreed that the term “Injury” wherever used in this Policy shall be construed to include Personal Injury arising out of:

a. false arrest, malicious prosecution or wilful detention or imprisonment.
b. invasion of privacy, wrongful eviction or wrongful entry.
c. libel, slander, defamation or violation of right of privacy.

Provided always that the Company shall not be liable for Claims arising out of Personal Injury:

i. where liability is assumed by the Insured under contract or agreement
ii. caused by the wilful violation of a Penal Statue or Ordinance committed by or with the knowledge or consent of the Insured
iii. caused by acts committed in connection with advertising, broadcasting, or telecasting by or in the interest of the Insured
iv. sustained by any person who is an Employee of the Insured at the time of the offence causing the Injury
v. where such Injury was sustained prior to the date of inception of this Policy.

Nothing contained in this extension shall be construed as increasing the liability of the Company beyond the limit of $100,000.00 any one Event and in the annual aggregate.

3.14 Directors and Officers Visit Abroad
Notwithstanding anything contained herein to the contrary this Policy is extended to indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages in respect of Accidental bodily Injury only to any third party occurring during the Period of Insurance and arising from authorized visits anywhere in the world including U.S.A and Canada and their dependent territories by Directors and other Officers normally resident in and traveling from the Geographical Area on the Insured’s Business.

Provided always that under this extension:

a. no coverage is provided for Directors and Officers Liability and
3.15 Defective Workmanship
It is hereby understood and agreed that Section 4.7 of this Policy shall be limited to the machine or structure immediately affected and shall not extend to other parts of the Property lost destroyed or damaged in consequence of any defective workmanship material or design wear and tear mechanical derangement or breakdown or deterioration due to lack of use or obsolescence.

The Company shall not be liable under this extension for the Excess as stated on the Schedule.

SECTION 4 - GENERAL EXCLUSIONS - WHAT IS NOT COVERED

4.1 Aircraft Products
The Insurers shall not be liable in respect of Injury or Damage caused by Products incorporated in a craft designed to travel through air or space which have been specifically supplied by the Insured for that purpose and are directly connected with the safety of such craft.

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 Agreement or Contractual Liability
The Insurers shall not be liable in respect of any liability which attaches solely because of a contract on agreement.

4.4 Acquired Immune Deficiency Syndrome
This 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.

4.5 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, 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.

4.6 Damage to Products
Damage to or the cost of recalling removing repairing or replacing Products arising from a defect in such Product.

4.7 Defective Work
The Insurers shall not be liable in respect of the cost of rectifying defective work.

4.8 Design Injury or Damage arising from design of or formula for Products.

4.9 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 Exclusion or Event that contributes concurrently or in any sequence to the loss, Damage, Injury, cost, claim, liability or expense.

4.10 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.

4.11 Employees
The Insurers shall not be liable in respect of Injury to any Employee of the Insured or person under apprenticeship.

4.12 Excess Cover
It is understood and agreed that this Policy will not become excess of any reduced or exhausted underlying aggregate limit of liability or aggregate self-insured retention to the extent such reduction or exhaustion is the result of any loss, demand, claim or suit of the sort excluded by these Exclusions.
4.13 Fire, Explosion and Natural Disaster

The Insurers shall not be liable in respect of death or bodily Injury or Damage to Property caused directly or indirectly by:

1. fire or explosion.
2. typhoon, flood, hurricane, volcanic eruption, earthquake, subterranean fire or other convulsion or nature.

4.14 Food & Drink Poisoning

The Insurers shall not be liable in respect of death or bodily Injury caused through poisoning or foreign or deleterious matter in food or drink.

4.15 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'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.

4.16 Information Technology Hazards

Losses arising, directly or indirectly, out of:

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

4.17 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.

4.18 Liability of Subcontractor

The Insurers shall not be liable in respect of Injury or Damage to Property caused directly or indirectly by any sub-contractor of the Insured or by any employee of such sub-contractor.

4.19 Lifts & Hoists

Death or bodily Injury or damage to Property caused directly or indirectly by or in connection with:

Lifts or hoists (other than hand lifts or hoists) elevators, escalators, cranes or power driven hoisting machines, aircraft vessels or craft or foul berthing or the ownership possession or use by or on behalf of the Insured of vehicles (other than hand-propelled vehicles) cycles or animals locomotives or railway rolling stock unless specifically mentioned in the Schedule hereto or by Endorsement hereon.

4.20 Noise Pollution

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this insurance does not apply to Loss, Liability, 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.

4.21 North American Exposure

It is hereby declared and agreed that this Policy shall expressly exclude:

1. USA and/or Canadian domiciled risk including Branches, Subsidiaries, Agencies and Sales Outlets of non USA/ and/or Canadian Insured.
2. Professional Liabilities of whatsoever kind including Directors and Officers errors and omissions and Medical Malpractice.
3. Liability arising from portfolio transfers or mergers of any kind.

It is further declared and agreed that the Maximum Liability in all and in the Aggregate for any one Period of Insurance shall not exceed the Limit of Liability stated in the Schedule and as amended.

4.22 Outside Geographical Area

The Insurers shall not be liable in respect of death or bodily Injury or Damage to Property arising outside the Geographical Area.

4.23 Pollution & Contamination

The Insurers shall not be liable in respect of Injury or Damage directly or indirectly caused by Pollution however caused.

4.24 Professional Negligence

It is hereby declared and agreed that 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.

4.25 Radioactive Contamination

The Insurers shall not be liable in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

1. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any waste from the combustion of nuclear fuel and for the purpose of this Exclusion Contamination shall include any self sustaining process of nuclear fission
2. any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

4.26 Terrorism

Notwithstanding any provision to the contrary within this Policy 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 persons, 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 Policy the burden of proving the contrary shall be upon You.

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

4.27 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.

4.28 Vehicles and Craft
1. Injury or damage arising out of the use of or caused by any craft designed to travel in on or through water air or space (other than hand propelled craft) or any motor vehicle which is owned by or in possession of or being used by or on behalf of the Insured.
2. Loss of or damage to any craft designed to travel in on or through water air or space or Injury to any passenger in such craft.

4.29 Vibration, Weakening of Support
Damage to any Property land or buildings caused by vibration or removal or weakening of support of such Property land or buildings.

4.30 War
The Insurers shall not be liable in respect of any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power riot or civil commotion.

### SECTION 5 - GENERAL CONDITIONS

#### 5.1 Adjustment of Premium
The premium has been calculated on estimates supplied by the Insured and he shall keep an accurate record of information on matters for which estimates have been given which shall be available to the Insurer for inspection within one month of expiry of each Period of Insurance the Insured shall supply the Insurer with a true statement of the particulars necessary for assessment of premium and should these particulars differ from the estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment of refund as the case may be. Failure to supply such particulars shall entitle the Insurers to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

#### 5.2 Arbitration
All differences arising out of this Policy shall be referred to the decision of 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 making of an Award shall be a condition precedent to any right of action against the Insurers. The costs of and connected with the arbitration shall be on the discretion of the Arbitrator, Arbitrators or Umpire. If the Insurers shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) 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.

#### 5.3 Cancellation
This Policy may be cancelled as set out in A. and B. below subject to any adjustments if appropriate in accordance with General Condition 5.1.

**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:

<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 Premium</td>
</tr>
<tr>
<td>31 – 60 days</td>
<td>70% of Premium</td>
</tr>
<tr>
<td>61 – 90 days</td>
<td>60% of Premium</td>
</tr>
<tr>
<td>91 – 120 days</td>
<td>50% of Premium</td>
</tr>
<tr>
<td>121 – 150 days</td>
<td>40% of Premium</td>
</tr>
<tr>
<td>151 – 180 days</td>
<td>30% of Premium</td>
</tr>
<tr>
<td>181 – 240 days</td>
<td>20% of Premium</td>
</tr>
<tr>
<td>241 days or more</td>
<td>No refund given</td>
</tr>
</tbody>
</table>

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.

**B. CANCELLATION BY US**

We have the right to cancel this Policy by giving You seven (7) days notice in writing by registered mail 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.

5.4 Claims Procedures and Requirements
1. The Insured must report all accidents claims and civil proceedings to the Insurers in writing as soon as possible.
2. Every letter claim writ or other document in relation to any accident claim or civil proceedings must be sent to the Insurers immediately and unacknowledged.
3. No admission of liability or promise of payment may be made without the Insurer's written consent.
4. The Insured and any other persons seeking indemnity under the terms of the Policy will give all information and assistance as required.

5.5 Compliance with Policy Terms
The liability of the Insurers will be conditional on the Insured complying and as appropriate any other person entitled to indemnity complying as though he were the Insured with the terms of this Policy.

5.6 Insurers’ Rights
1. The Insurers are entitled to take over and conduct the defence or settlement of any claim at their discretion.
2. The Insurers may at any time pay the Limit of Liability after deduction of any sum or sums already paid or any lesser amount for which any claim or claims can be settled and shall then relinquish the conduct and control thereof and be under no further liability in respect for the payment of costs and expenses incurred prior to the date of such payment.

5.7 Jurisdiction Clause
The indemnity provided herein 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 as described in the Schedule attached to and forming part of this Policy.
2. cost and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Geographical Area as described in the Schedule attached to and forming part of this Policy.

5.8 Non- Contribution
If the liability which is the subject of a claim under this Policy is or would but for the existence of this Policy be insured under any other insurance the Insurers shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other Insurance had this Policy not been effected.

5.9 Notice of Alteration in Risk
The Insured shall give the Company immediate notice of any alteration which materially affects the risks covered by this Policy.

5.10 Reasonable Precautions
The Insured shall take and cause to be taken reasonable precautions to prevent Injury or Damage.

5.11 Interpretation
The Policy, Schedule and Conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule or of the conditions shall bear the same meaning wherever it may appear.