RETHINK INSURANCE

EMPLOYER'S LIABILITY INSURANCE POLICY

CONTENTS

Operative Clause

WHEREAS the Insured carrying on the business described in the Schedule and no other for the purposes of this Insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **BRITISH CARIBBEAN INSURANCE COMPANY LIMITED** for the insurance hereinafter contained and has paid to the Insurer the first or renewal premium as consideration for the Insurance in the terms hereinafter mentioned

IT IS HEREBY AGREED 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 with the Insured in the Business or whilst engaged in private work for any Director or Officer of the Insured

THE INSURER WILL subject to the terms exceptions, exclusions and conditions contained herein or endorsed hereon (hereinafter collectively referred at as the Terms of this Policy) indemnify the Insured against liability at law for damages worker's compensation 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 Insurer's written consent

THE INSURER WILL ALSO in the event of 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 fulfill and be subject to the Terms of this Policy in so far as they can apply.

For and on behalf of
BRITISH CARIBBEAN INSURANCE COMPANY LIMITED

Managing Director

Definitions

Words and expressions to which a specific meaning is given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy, the Schedule or any Endorsement shall have the same meaning wherever they appear.

Business
shall mean the business set out in the Proposal.

Employee shall mean
any Worker in the Insured's immediate service whilst working under the direct supervision and control of the Insured.

Worker shall mean

a) any person under a contract of service or apprenticeship with the Insured;
b) any person under a contract of service or apprenticeship with an employee of the Insured and who is hired to or borrowed by the Insured;
c) any labour masters and persons supplied by them;
d) any person engaged by labour only subcontractors;
e) any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the Insured;
f) any person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of such contract or agreement;
g) work experience students and trainees;

whilst working for the Insured in connection with the Business.

Endorsement shall mean
a document issued by the Insurer that shows changes to the terms and conditions of the Policy.

Insured shall mean
the Insured named and shown in the Schedule.

Insurer shall mean
British Caribbean Insurance Company Limited

Period Of Insurance shall mean
from the effective date until the expiry date (as specified in the Schedule) or any subsequent period for which the Insurer shall have accepted payment for renewal of this Policy.

The Policy shall mean
the proposal, definitions, conditions, exclusions, schedule and any endorsements contained herein.

Proposal shall mean
any signed proposal form and declaration and/or any information supplied by the Insured or by their Broker or Agent and on which this Policy is based.

Schedule
This identifies the Policyholder and sets out specific details of the insurance including the Endorsements which apply.

Exceptions

THE INSURER shall not be liable in respect of

(a) the Insured’s liability to employees of contractors to the Insured.

(b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in in the absence of such agreement.

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

(d) any injury by accident or disease sustained outside the Geographical Area other than overseas travel by Directors and senior management on the Insured’s business.

(e) any amounts in excess of the limit of indemnity stated in the schedule.

Additional Clauses, Conditions, Extensions and Warranties

1. **Overseas Travel by Directors/Senior Staff**
   Notwithstanding anything contained herein to the contrary, IT IS HEREBY DECLARED AND AGREED that the Geographical Area of the within Policy is extended to WORLDWIDE in respect of Directors and Senior Management whilst temporarily engaged in the Insured's business.

2. **Private Work for the Directors**
   The Indemnity under the within Policy is extended to include Private Work for any Director or Official of the Insured.

3. **Maximum Limit of Indemnity**
   It is hereby declared and agreed that the maximum payable for any one claim or number of claims arising from any one incident or series of incidents due to the same proximate cause shall not exceed the limit of liability stated in the Schedule**.**

4. **Cancellation Clause**
   The Insurer shall be required to provide 30 days' Notice of Cancellation.

5. **Claims Notification Clause**
   Claims Notification will be accepted up to a period within 30 days after the loss or damage has occurred.

6. **Medical/First Aid Facilities**
   IT IS HEREBY DECLARED AND AGREED that this insurance is extended to cover all reasonable payments which the Insured may deem it necessary to make in respect of any **medical surgical ambulance hospital nursing or professional expenses incurred by any** authorized visitor to the premises through any bodily injury sickness or disease caused by an accident occurring on the premises and arising out of the maintenance and use of the premises and the operations necessary and incidental thereto.

   PROVIDED THAT:

   a) Only such of the above expenses are incurred within the period of one year from the date of the accident, shall be recoverable from the Insurers under this endorsement.

   b) Any payment under this endorsement shall be limited to the amount shown in the Schedule in respect of any one person and any one accident.

   c) The cover provided by this endorsement is not applicable to: -

      (i) The Insured or any person permanently residing on the premises or any employee of the Insured or other person whilst engaged in the employment of the Insured
      (ii) Any person if benefits are payable under the Workmen's Compensation Law.
      (iii) Any person whilst engaged in maintenance alteration demolition or new construction for the Insured.
      (iv) Any expenses for service performed by the named Insured any employee thereof or any person or organization under contract to the Insured to provide such services.
      (v) Injuries caused in or by elevators, vehicles, draught or saddle animals, water-craft or aircraft.

The following Extensions are applicable if they appear on the Schedule:

1. **Sports and Social Welfare Club**

   The Insured shall include the committee and members of any social or sports club and/or other welfare organizations operated for the benefit of the Insured's employees. The business shall be deemed to include the activities of the said club/organizations.

2. **Contractors/Subcontractors Employees**

   It is hereby noted and agreed that Exclusion (a) is deleted and the insurance by this Policy extends to include indemnity in respect of liability arising out of negligence of Contractors/Subcontractors and their employees who are working on the Insured's behalf and for whom the Insured is legally responsible.

   Provided that the liability of the Insured does not exceed the amount shown in the Schedule in any one Period of Insurance.

3. **Employees Effects**

   The indemnity afforded by this Policy extends to include legal liability of the Insured in respect of clothing and/or Personal Effects of the Employees.

   The limit of liability shall not exceed the amount shown in the Schedule in respect of each individual and in the aggregate in respect of any event.

General Exclusions

1. Any loss or damage directly or indirectly occasioned by or happening through or in consequence of directly or indirectly of any of the following occurrences:

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

   (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any organization with activity directed towards the overthrow by force of its government de jure or de facto or to the influencing of it by terrorism or violence.

2. This insurance does not cover any losses, costs or expenses arising directly or indirectly out of nuclear reaction, nuclear radiation or radioactive contamination, irrespective of whether other causes have contributed to the claim.

3. **Industries, seepage, pollution and contamination, as per the following Industries, Seepage, Pollution and Contamination Exclusion Clause ("Sudden and Accidental") (N.M.A. 1685) and Industries, Seepage, Pollution and Contamination Exclusion Clause (N.M.A. 1686):**

   Sudden and Accidental (N.M.A. 1685)

   This Policy does not cover any liability for:

   (a) Personal Injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (a) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

   (b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.

   (c) Fines, penalties, punitive or exemplary damages.

   This Clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Clause not been attached.

   North American (N.M.A. 1686)

   In reference to the U.S.A. and Canada, this Policy does not cover any liability for:

1. Personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.

2. The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances.

3. Fines, penalties, punitive or exemplary damages.

4. Data, as per the following Data Exclusion Clause:

This Policy does not cover any liability caused by, arising out of or related in any way, directly or indirectly to:

(a) (i) erasure, destruction, corruption, misappropriation, misinterpretation of "data";
(ii) erroneously creating, amending, entering, deleting or using "data"; including any loss of use arising therefrom.

(b) 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.

"Data" means representations of information or concepts, in any form.

5. A.I.D.S., as per A.I.D.S. Exclusion Clause as follows:

This Policy excludes liability arising from any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives, or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (A.I.D.S.) or any syndrome or condition of a similar kind howsoever it may be named.

6. Destructive agents; the following perils, risks and kinds of insurance are excluded under this Policy:

Loss or damage caused directly or indirectly by:

The discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, directly or indirectly resulting in nuclear reaction or radiation or radioactive contamination, or the use, release or escape of chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

7. Microorganisms, as per the following Microorganism Exclusion (Absolute):

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

(i) any physical loss or damage to insured property;

(ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;

(iii) any loss of use, occupancy, or functionality; or

(iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or step taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

8. Genetically modified organisms, as per the following Genetically Modified Organisms ("GMOS") Exclusion Clause:

This Policy does not cover:

any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by Genetically Modified Organisms ("GMO's").

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

(a) 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 ge netic change.

(b) 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 wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

9. Asbestos, as per the following Total Asbestos Exclusion Clause:

It is hereby understood and agreed that 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, or 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.

10. **Communicable disease, as per the following Communicable Disease Exclusion LMA5399 (07 May 2020)**.

1. Notwithstanding any provision to the contrary within this reinsurance agreement, this reinsurance agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the reinsured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage. This exclusion is only to apply to new and renewal polices which incept on or after April 1st, 2023.

11. **Electromagnetic fields, as per the following Electromagnetic Fields (EMF) Exclusion Clause:**

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.

12. **Silica/Silicosis Exclusion Clause**

This insurance policy does **not** provide any cover, and the Insurer will not be responsible for paying any claim, loss, damage, cost, expense, or legal liability (whether direct or indirect) that arises from or is connected in any way with:

Any work involving but not limited to, the manufacture, supply, fabrication, cutting, grinding, polishing, finishing, installation, repair, alteration or removal of countertops, benchtops or any other products; and/or

Any use, handling, processing, installation or disturbance of natural or engineered stone, including but not limited to:

- artificial stone
- Quartz
- Granite
- Marble
- any material containing crystalline silica

This includes any claim involving illness or injury (temporary or permanent), disability, or death that is caused or alleged to be caused by breathing in or being exposed to silica dust or respirable crystalline silica.

This exclusion applies no matter:

- whether the exposure happened suddenly or over time
- whether the illness or injury develops later or worsens progressively
- how many people were exposed
- what caused (or is claimed to have caused) the exposure
- when the exposure is said to have occurred

For clarity, this policy will not cover claims relating to conditions such as:

- Silicosis
- accelerated silicosis
- chronic obstructive pulmonary disease (COPD)
- lung cancer
- or any other respiratory or occupational illness caused by silica exposure

DEFINITION

Silica means the mineral, silicon dioxide, including silica particles, silica dust or silica in any form or any substance containing silica either alone or when combined with other substances.

12. Terrorism, as per the following Terrorism Exclusion Endorsement (Reinsurance) (NMA 2921) 08/10/2001:

1. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance 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.

2. For the purpose of this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of 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 to put the public, or any section of the public, in fear.

3. This endorsement 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.

3. If the Insurer alleges 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 the Insured.

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

General Conditions

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

2. The due observance and fulfilment 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 Insurer to make any payment under this policy.

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

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

5. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall within thirty (30) days give notice thereof to the Insurer with full particulars and every letter claim writ summons and process shall without acknowledgment be notified or forwarded to the Insurer immediately on receipt. Notice shall also be given to the Insurer immediately where the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.

6. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Insurer which shall be entitled if it so desires to take over and conduct in the Insured's 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 shall have full description 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 Insurer may require.

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

8. 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 his wages salary or other earnings shall be properly recorded and the Insured shall at all times allow the Insurer to inspect such records and shall supply the Insurer 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 shall differ from the amount on which the premium has been paid the difference in premium shall be met by a further proportionate payment to the Insurer or by a refund by the Insurer as the case may be If the declaration is not received within the time stated above or such other time the Insurer may allow the Insurer shall be entitled to charge to the Insured a 25% surcharge on the premium charged during the preceding period of Insurance.

9. The Insurer may cancel this Policy by sending thirty (30) days' notice by email or by registered letter to the Insured to his last known address and in such event the premium shall be adjusted in accordance with Condition 8.

10. All differences arising as to quantum, liability being otherwise admitted 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 to 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 Arbitrator do not agree of an Umpire appointed 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 Insurer.

Barbados Jurisdiction Clause

The indemnity provided by this Policy in respect of Bodily Injury by accident or disease shall not apply to

i) Compensation for damages in respect of judgments delivered or obtained in any court otherwise than by a court of Competent Jurisdiction within Barbados

ii) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Barbados

iii) Any judgement or order or award made by a court in Barbados for the enforcement of a judgment made in any other country.