PUBLIC LIABILITY
INSURANCE POLICY

CONTENTS

Operative Clause

WHEREAS the Insured named in the Schedule hereto and carrying on the Business therein described and no other for the purposes of this Indemnity has by a proposal and particulars in writing (which the Insured has agreed shall be the basis of this Contract and shall be held to be incorporated herein) applied to **BRITISH CARIBBEAN INSURANCE COMPANY LIMITED** (hereinafter called "the Insurer") for an Indemnity and has paid to the Insurer the first premium as consideration for insurance in the terms hereinafter mentioned.

IT IS HEREBY AGREED that subject to the terms limitations provisions general exclusions and conditions herein contained the Insurer will indemnify the Insured during the period of insurance stated in the said Schedule in respect of all sums which the Insured shall become legally liable to pay as compensation in respect of:

(a) Accidental bodily injury (fatal or non-fatal) to any person other than a person who at the time of sustaining such injury is engaged in the service of the Insured

(b) Accidental damage to property not belonging to nor held in trust by nor in the custody or control of the Insured or of any servant or agent of the Insured not being that part of any property land or building on which the Insured or any servant or agent of the Insured is or has been working

happening at any time during the continuance of this Policy within the limits expressed in the Schedule and caused by or through the fault or negligence of the Insured or any of the Insured's employees whilst actually engaged in the Business of the Insured as stated in the Schedule hereto on or about the places described in the said Schedule or by reason of any defect in the premises (which however shall not include structural defects) ways works machinery or plant connected with or used in the aforesaid Business of the Insured on or about the places mentioned in the said Schedule.

PROVIDED ALWAYS that this Policy shall be subject to the provisions and conditions herein contained and to any memoranda endorsed hereon and that such provisions, conditions and memoranda are to be taken as part of the Policy and the observance and performance by the Insured of the times and terms therein contained so far as they relate to anything to be done by the Insured are of the essence of this Contract and shall be conditions precedent to any liability on the part of the Insurer under this Policy.

For and on behalf of
BRITISH CARIBBEAN INSURANCE COMPANY LIMITED

Managing Director

Definitions

Words and expressions to which a specific meaning is given in 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.

Premises shall mean
the location(s) of the property insured.

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.

Provisions

PROVIDED ALWAYS that unless otherwise agreed by memorandum endorsed hereon this Policy shall not apply in respect of liability for any of the following matters, that is to say:-

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

(b) claims for injury or damage caused directly or indirectly by

1. The negligence of any sub-contractor to the Insured
2. Flood fumes water pollution poison the consumption of food or beverages defective sanitation installations or arrangements,
3. Lifts elevators hoists or cranes operated by machine power
4. Locomotives animals vehicles cycles ships drones or craft (aerial or otherwise)
5. Foul berthing
6. The action of anything used applied or administered by the Insured or by any person on the Insured’s behalf or sold or supplied by the Insured
7. Remedial professional or other treatment in connection with the Insured’s business
8. Advice design or specification given for a fee

(c) claims for damage caused directly or indirectly by fire or explosion

(d) claims for damage to

1. any water borne craft
2. underground pipes cables mains or sewers or any property land or building caused by subsidence vibration or the removal or weakening of support to such property land or building or claims arising in consequence of such damage.

(e) claims for injury or damage as a consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military usurped power riot or civil commotion.

(f) any accident or loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self- sustaining process of nuclear fission.

PROVIDED FURTHER that the liability of the Insurer under this Policy for all compensation payable

(1) to any one claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent upon or

attributable to one source or original cause shall not exceed the sum specified in the Schedule hereto as Limit of Indemnity (a)

(2) In respect of all injury and damage sustained during any one period of insurance shall not exceed the sum specified in the said Schedule as Limit of Indemnity (b)

but the Insurer in addition will indemnify the Insured in respect of all Law Costs awarded to any Claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer.

Additional Clauses, Conditions, Extensions and Warranties

1. **Fire and Explosion**
   IT IS HEREBY DECLARED AND AGREED that notwithstanding anything contained herein to the contrary the following exclusion (c) Damage caused directly or indirectly by Fire or Explosion is DELETED from the Provisions contained in the within Policy. AND IT IS FURTHER AGREED that this Policy does not extend to cover Damage caused by explosion of boilers economizers or other vessels machinery or apparatus in which internal pressure is due to steam only.

   In respect of this Extension the limit of liability shall not exceed the amount shown in the Schedule.
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2. **Costs and Expenses**
   Notwithstanding anything contained in the Provisions of this Policy it is UNDERSTOOD to include claimants' costs and expenses and shall thus be the maximum amount of liability of the Insurer arising out of any one occurrence or any series of occurrences consequent on or attributable to one source or original cause.

3. **Concessionaire**
   This Policy expressly excludes any claims for injury or damage caused directly or indirectly by the negligence of any Concessionaire to the Insured.

4. **Temporary Trips Abroad by Directors/Executives**
   Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that Section III extends to provide indemnity in respect of Overseas Visits made by Employees of the Insured (excluding manual workers) whilst on the Insured's Business.

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

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

7. **Tenant's Liability/Damage to Leased/Rented Premises**
   It is hereby declared and agreed that property in the custody or control of the Insured shall not be deemed to include premises leased or rented to the Insured provided always that: -
   1) The premises are specified in the Schedule
   2) Liability assumed by the Insured under agreement is excluded unless such liability would have attached notwithstanding such agreement
   3) No liability shall attach hereunder in connection with or due to any repairs, alterations or additions to the said premises
   4) No liability shall attach hereunder which is due to the willful act or default of the Insured

5) No liability shall hereunder in respect of any defect which the Insured is liable to remedy if he should have failed to carry out such remedy within a reasonable time after receipt of notice thereof from the Insurer or from any person or Public Authority.

In respect of this Extension the limit of liability shall not exceed the amount shown in the Schedule.

The following extensions, conditions and warranties ONLY apply to the Policy if they are stated in the Schedule.

1. Lifts, Elevators, Hoist and Cranes

Notwithstanding anything contrary in Provision (b) (3) liability arising from Lifts, Hoist and Cranes are now covered under this Policy.

It shall be a warranty under this Extension that the Insured shall at regular intervals carry out inspection and maintenance of such apparatus or apparatuses and such inspection and maintenance should be undertaken by someone of competence who should be required to furnish to the Insured written reports on the condition thereof.

2. Products Liability

Notwithstanding anything contained in Exclusions (b) (6) or any reference to consumption of food or beverages in Exclusions (b) (2) to the contrary, IT IS HEREBY DECLARED AND AGREED that this Policy is extended to indemnify the Insured in respect of accidents as within described occurring anywhere in St. Lucia due or alleged to be due to:

1) The action of
   (a) Any commodity sold or supplied by the Insured
   (b) Anything contained or alleged to be contained in such commodity

2) Defects in the containers labeling or packaging of such commodity.

PROVIDED ALWAYS that the liability of the Insurer under this Extension of the Policy shall not exceed the amount shown in the Schedule in respect of any Period of Insurance (such amount is inclusive of costs and expenses) as within defined.

1. Excluding claims arising out of the supply of Products by or on behalf of the Insured to any person, company or organization
   a) Within the United States of America its territories or possessions or
   b) Outside the United States of America its territories or possessions if to the Insured’s knowledge such Products have been or will be supplied to a person, company or organization within those territories whether or not in the original form

2. the loss of use of or the cost of repairing, reconditioning or replacing (including demolition, breaking out, dismantling, delivery, rebuilding, supply and installation in connection therewith) any Product giving rise to a claim.

3. damage to any Product supplied by the Insured where such Damage is due to the unsuitability thereof.

4. the cost of recalling any defective or potentially defective Product supplied.

3. Food and Drink

Notwithstanding anything contained in Provisions (b) (2) to the contrary, IT IS HEREBY DECLARED AND AGREED that this Policy will indemnify the Insured against liability for injury or damage caused by Food and/or Drink sold or supplied by the Insured at their premises situated.

PROVIDED ALWAYS that the liability of the Insurer under this Extension of the Policy shall not exceed the amount shown in the Schedule in respect of any one incident and any one period (such amount is inclusive of costs and expenses as within defined.

4. Collection and Delivery

Notwithstanding Provisions (b) (4) it IS HEREBY DECLARED AND AGREED that this Policy extends to cover liability in respect of death bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to any vehicle for loading thereon or the taking away of a load from such vehicle after unloading therefrom.

In respect of this Extension the limit of liability shall not exceed the amount shown in the Schedule.

5. Sports and Social Clubs

Notwithstanding anything herein to the contrary the indemnity given by this Policy extends to cover the Insured's legal liability, arising in the course of the Business stated in the Schedule for damage to property and bodily injury, or death arising from Sports and Social Clubs from their operation including the liability of members and officers and the description of the Business in the Schedule shall be deemed to include these activities.

Subject otherwise to the terms conditions and exceptions of this Policy.

6. Goods In Trust

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the Indemnity granted by this Policy extends to include loss of or damage to property whilst in the custody or control of the Insured on premises noted herein subject to the limit of indemnity shown in the Schedule for any one occurrence and any one Period of Insurance.

Further, it is agreed that the Insurer will not be liable for the excess payable for any claim under this Extension.

7. Sub-Contractors and/or their Employees

Notwithstanding anything herein to the contrary contained in Exclusions (b) (1), the indemnity given by this Policy extends to apply to the Insured's legal liability, arising in the course of the Business stated in the Schedule for damage to property and bodily injury, death or disease arising from Sub-Contractors and or their employees who are working on the Insured's behalf and for whom the Insured is legally responsible.

The limit of liability shall not exceed the amount shown in the Schedule.

8. Work Away

Notwithstanding anything contained herein to the contrary, IT IS HEREBY DECLARED AND AGREED that the Indemnity granted under this Policy extends to include "Work Away" resulting in accidental bodily injury or damage to property happening within the Geographical Area during the Period of Insurance and happening in connection with the duties elsewhere or any person employed in the Business.

9. Car Park Liability

Notwithstanding anything contained herein to the contrary but SUBJECT OTHERWISE to the terms, exceptions and conditions of this Policy the Insurer will indemnify the Insured up to the limit shown in the Schedule any one vehicle and any one year which the Insured shall become legally liable to pay as compensation in respect of: -

a) Accidental bodily injury and/or damage to property as defined herein caused by or arising out of the parking or garaging of vehicles in the parking place provided by the Insured at the address mentioned herein.

b) Damage to any vehicle (or any contents of or any accessory on such vehicle) within entering or leaving the said parking place other than damage caused by fire or explosion.

c) The theft of any vehicle (or any contents of or any accessory on such vehicle if stolen with the vehicle) from the parking place.

PROVIDED ALWAYS that no liability shall attach to the Insurer in respect of injury or damage as aforesaid occurring in connection with the movement of any vehicle under its own power by the Insured's servants or agents.

10. Cross Liabilities

IT IS HEREBY DECLARED AND AGREED that this Policy will be construed as though separate policies had been issued to such of the joint Insureds provided the cover by this Endorsement shall not operate to increase the Insurer's liability in the Schedule under "Limit of Liability" beyond the amount for which it would have been liable but for this Endorsement.

11. Property Owner's Liability

IT IS HEREBY UNDERSTOOD AND AGREED that the indemnity provided by this Policy extends to apply in respect of claims brought against the Insured and or damages as herein defined caused by a defect in the premises situated and stated in the Schedule.

PROVIDED ALWAYS that no liability shall attach to the Insurer hereunder in respect of injury or damage arising in connection with or due to:

(i) any repairs, alterations or additions to the said premises
(ii) the willful act or default of the Insured
(iii) any defect which the Insured shall have failed to remedy within a reasonable time after receipt of notice thereof from the Insurer or from any person or Public Authority.

12. Tenant's Liability/Damage to Leased/Rented Premises

It is hereby declared and agreed that property in the custody or control of the Insured shall not be deemed to include premises leased or rented to the Insured provided always that: -

1) The premises are specified in the Schedule
2) Liability assumed by the Insured under agreement is excluded unless such liability would have attached notwithstanding such agreement
3) No liability shall attach hereunder in connection with or due to any repairs, alterations or additions to the said premises
4) No liability shall attach hereunder which is due to the willful act or default of the Insured
5) No liability shall hereunder in respect of any defect which the Insured is liable to remedy if he should have failed to carry out such remedy within a reasonable time after receipt of notice thereof from the Insurer or from any person or Public Authority.

In respect of this Extension the limit of liability shall not exceed the amount shown in the Schedule.

13. 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.

14. Hanging/Fixed Signs/Barriers/Lifting Gates

IT IS ALSO DECLARED AND AGREED that the within Policy extends to include sign(s), barriers or lifting gates situated at the premises stated in the Schedule.

15. 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.

16. Flood, Fumes, Seepage, Pollution and Contamination

Notwithstanding anything contained in Provision (b) (2) to the contrary, it is hereby declared and agreed that this Policy extends to provide indemnity in respect of any claims arising from Personal Injury or Bodily Injury or loss or damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this exclusion 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 expected happening during the Period of Insurance.

17. Defective Sanitation

Notwithstanding anything contained herein to the contrary in Exclusions (b) (2) the insurance by this Policy is extended to include bodily injury resulting from the claims arising in respect of illness caused or alleged to be caused by defective sanitation at premises owned or occupied by the Insured to which this Indemnity applies.

It shall be a warranty under this Extension that the Insured shall at regular intervals carry out inspection of such apparatus or apparatuses pertaining to sanitation and such inspection should be undertaken by someone of competence who should be required to furnish to the Insured written reports on the condition thereof.

18. All Plants Pertaining to the Business Owned or Non-owned - subject to Annual Inspection.

Notwithstanding anything contained herein to the contrary in Provision (b) (4) the word 'vehicles' shall not apply to the ownership and/or use of mechanically propelled vehicles not within the scope of any Road Traffic Act Regulations whilst operating at the places at which the indemnity applies.

19. Guests Effects

The indemnity afforded by this Policy extends to include legal liability of the Insured in respect of Guests

Effects the amount of Indemnity under this Extension being limited to the sum shown in the Schedule in respect of any one guest and any one Period of Insurance.

PROVIDED that no liability shall attach to the Insurer in respect of loss or damage to precious stones, furs, gold or silver articles, money and negotiable instruments, jewellery, watches, photographic equipment, binoculars, radios and other audio equipment unless such goods are deposited by the guest with the Insured for safekeeping.

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 genetic 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. **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.

13. **Silica Exclusion**

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.

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 of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

2. If at the time any claim arises under this Policy there is any other existing insurance covering the same liability the Insurers shall not be liable to pay or contribute more than their rateable proportion of such claim.

3. Notice of any accident causing injury or damage covered by this Policy shall be given to the Insurer within seven days of the occurrence, irrespective of whether any claim has been made or not. The Insured shall also on receiving verbal or written notice of any claim intimate or otherwise send the same or a copy thereof immediately to the Insurer, and shall give all necessary information and assistance to enable the Insurer to deal with, settle, or resist any claim as the Insurer may think fit. Such information and assistance shall be given without any delay, and so far as reasonably practicable, no alteration or repair shall be made to anyway, machinery, appliance, plant or fitting after an accident shall have occurred in connection therewith until the Insurer shall have had an opportunity of examining the same.

4. The Insured shall not except at his own cost take any steps to compromise or settle any claim or admit liability without special instructions in writing from the Insurer nor give any information or assistance to any person claiming against him, but the Insurer shall for so long as they shall so desire take the absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which the Insurer may be liable under this Policy and may use the name of the Insured to enforce for the benefit of the Insurer any order made for costs or otherwise or to make or defend any claim for indemnity or damages against any third party or for any other purpose connected with this Policy.

5. The Insured shall at all time exercise reasonable care in the selection and employment of steady sober and competent workmen in his Business and keep himself acquainted with the state and condition of the ways works machinery and plant connected with or used in his Business, and see that the same are kept in a proper and efficient state of repair and fit for the work for which they are used. If any defect shall be discovered the Insured shall not only cause the said defect to be made good with all due dispatch but shall also in the meantime cause such additional precaution to be taken as the circumstances of the case may require. The Insurer shall not be liable for any violation of any statutory enactments bye-laws or local regulations.

6. The Insurer may at any time by the payment to or on behalf of the Insured of the maximum sum payable hereunder in respect of any one occurrence, or the balance of such maximum sum should any payments have already been made in respect of claims arising out of the same occurrence or by the payment as aforesaid of the balance of the maximum sum payable hereunder in any one period of Insurance should the same be less than either of the aforesaid amounts by reason of any payments made in connection with any previous claims together with the amount of the law costs (if any) incurred by the Insurer to the date of such payment absolve itself from any further liability whatsoever arising out of or in connection with such occurrence and if the sum payable in respect of any claim or claims occurring in connection with or

arising out of any one source or original cause exceeds the sum payable under this Policy the Insured shall pay the excess and shall also pay such proportion of the law costs payable to any claimant or claimants and/or incurred in the defence of any claim or claims in respect of such occurrence as such excess bears to the total sum payable in respect of such occurrence.

7. Within one month from the expiry of this Policy or of any renewal thereof the Insured shall if the premium be adjustable furnish a statement of wages paid to employees of the Insured or such other particulars and information as the Insurer may require for the purpose of assessing any premium which may be due to or from the Insured or the Insurer. Failure to provide such information as required will attract a 25% premium surcharge.

8. The Insurer shall not be bound to send any notice of Renewal Premium becoming due nor renew this Policy and may at any time or giving to the Insured seven days' notice in writing, by Registered Letter, terminate this Policy provided that the Insurer shall in that event return on demand to the Insured the last premium paid by him, less the pro rata part thereof for the portion of the period the Policy has been in force, and all liability thereunder shall cease as from the expiration of such notice subject and without prejudice to any rights or claims either of the Insurer or of the Insured arising before such date under this Policy, and such notice shall be deemed sufficiently given if posted addressed to the Insured at the address last known to the Insurer and shall in such case be deemed to have been received by him at the time when the same would be delivered in the ordinary course of post.

9. The Insured shall give notice to the Insurer of any material alteration or circumstance that may take place in the nature of the risk and until the Insurer be advised of such alteration and shall have expressly agree in writing to accept liability for such altered risk and the additional premium (if any) shall have been paid the Insurer shall not be liable in respect of any accident or injury due altogether or in part to any such alteration or circumstance.

10. Notice to or knowledge on the part of any Agent or Official of the Insurer of any fact or circumstance which is required to be given to the Insurer or which is connected with or in any way relates to the Indemnity or the proposal made in connection therewith shall not be notice to or knowledge on the part of the Insurer unless the same is communicated by the Insured in writing to an official of the Insurer and no alteration in the terms of this Policy nor any endorsement hereon will be held valid unless the same is signed or initialled by an authorised official of the Insurer.

11. 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 by each of the parties in writing or in the case of disagreement of an Umpire appointed by the Arbitrators in writing before entering upon the Reference. The costs of the Reference and of the Award shall be at the discretion of the Arbitrator/Arbitrators or Umpire making the Award whose Award shall be a condition precedent to any liability of the Insurer or any right of action against the Insurer in respect of any claim. If the Insurer shall disclaim liability to the Insured or to the Insured's legal personal representatives 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.

Jamaica Jurisdiction Clause

The Indemnity provided by this Policy in respect of Accidental Bodily Injury or Accidental loss or damage to property shall not apply to

i) compensation for loss or damage in respect of judgements delivered or obtained in any court otherwise than by a Court of Competent Jurisdiction within Jamaica.

ii) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Jamaica.

iii) any award made against any Subsidiary Company, Associated Company, Principal, Branch Office or employee of the Insured or the Company or any individual holding power of attorney otherwise than by a Court of Competent Jurisdiction within Jamaica.

iv) any judgement or order or award made by a court in St. Lucia for the endorsement of any action brought in the first instance in a court outside Jamaica.

Subject otherwise to the terms, conditions and limitations of this Policy.