

EMPLOYERS' LIABILITY INSURANCE POLICY

GENERAL PROVISIONS

This Policy is evidence of the contract between the Insured and the Insurers.

The Insured by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Bahamas First General Insurance Company Limited (hereinafter called the Insurers) for this insurance and has paid or agreed to pay the premium as consideration for the first period of insurance and for any subsequent period which may be agreed.

The Insurers will indemnify the Insured in accordance with the terms set out in this policy in respect of occurrences during the Period of Insurance.

This Policy the Schedule and any Memoranda and Endorsements thereon shall be considered to be one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning wherever it may appear.

Signed for and on behalf of the Insurers
Bahamas First General Insurance Company Limited

Date

INSURANCE COVER

The Insurers will indemnify the Insured against liability at law for damages and claimants costs and expenses in respect of injury by accident or disease sustained by any employee caused during any Period of Insurance within the territory specified in the Schedule and arising out of and in the course of employment by the Insured in the business specified in the Schedule.

The Insurers will indemnify the Insured subject to the Jurisdiction Clause and to the other Terms Exceptions and Conditions contained herein or endorsed hereon (all of which are collectively referred to as the Terms of the policy) and to the Limit of Liability stated in the Schedule.

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

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

LIMITS OF LIABILITY

The total amount payable by the Insurers for damages and all costs and expenses in respect of

- (a) one claim or all series of claims consequent upon or attributable to one source or original cause shall not exceed the Limit of Liability shown in the Schedule irrespective of the number of Employees who may sustain injury consequent upon or attributable to the same source or original cause

- (b) any or all injury caused during any one Period of Insurance irrespective of the number of Employees who may sustain injury shall not exceed the Aggregate Limit of Liability stated in the Schedule

EXCEPTIONS

The Insurers 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 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 territory specified in the schedule
- (e) any liability of the Insured to pay compensation to an employee or to legal personal representatives or dependants of an employee by virtue of any legislation providing for workmen's compensation
- (f) any injury by accident or disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power
- (g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self sustaining process of nuclear fission
 - (b) 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.
- (h) 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 exception 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.

This exception 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 the Insurers allege that by reason of this exception, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

- (i) 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 exception 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.

- (j) any claims for compensation arising from:

- (a) the mining, extraction, production, processing, distribution and/or storage of pure asbestos and of produce which consist entirely or mainly of asbestos.

- (b) the use of products which consist entirely or mainly of asbestos.

- (c) the disposal of asbestos and waste containing asbestos.

- (k) any loss, cost or expenses arising from alleged liability in respect of death, addiction or the contraction, aggravation or exacerbation of any disease, sickness, injury, mental anguish or shock or disorder of the body and/or mind caused or alleged to have been caused by or in any way contributed to by TOBACCO PRODUCTS and/or advertising or other promotion of such products.

For the purpose of this exception: TOBACCO PRODUCTS shall mean any tobacco and/or tobacco products and/or nicotine and/or nicotine products and/or cigarette papers and/or filters and/or tobacco substitutes manufactured, processed, treated or distributed by the Insured.

GENERAL CONDITIONS

1. OBSERVANCE

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 Insurers to make any payment under this Policy

2. COMMUNICATION

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

3. DUTY OF CARE

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

4. PREMIUM ADJUSTMENT AND INFORMATION TO BE RETAINED

The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance.

The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Insurers to inspect such records and shall supply the Insurers 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 premium has been paid the difference in premium shall be met by a further proportionate payment to the Insurers or by a refund by the Insurers as the case may be

5. JURISDICTION CLAUSE

The indemnity provided herein shall not apply to:-

- (i) compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within the territory specified in the schedule.
- (ii) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the territory specified in the schedule.

6. CANCELLATION PROVISION

This Policy may be cancelled

- (a) At any time at the request of the Insured and the Insurers shall upon the surrender of the Policy refund to the Insured the excess of paid premium over and above the customary short rate premium for the time the Policy has been in force.
- (b) By the Insurers giving to the Insured at least 30 days notice in writing by personal service or by registered letter to the Insured's last known address and in such event the premium shall be adjusted in accordance with condition 4.

7. ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Insurers. If the Insurers shall disclaim liability 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 then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable under this Policy.

CLAIMS CONDITIONS

1. REPORTING OF ANY INCIDENT

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Insurers with full particulars

2. CLAIMS CORRESPONDENCE

Every letter claim writ summons and process shall be notified or forwarded to the Insurers immediately on receipt. Notice shall also be given to the Insurers immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any occurrence for which there may be liability under this Policy

3. CONDUCT OF CLAIM

No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Insurers who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require

4. INSURERS' OPTION

In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause the Insurers may pay to the Insured the limit of liability (after deduction of any sums already paid) or any less amount for which such claims can be settled and thereupon the Insurers shall relinquish the control of such claims and be under no further liability in connection therewith

5. CONTRIBUTION

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