



EMPLOYERS LIABILITY

INSURANCE POLICY

Contact us

Customer services (for general enquiries)

Call (+230) 6590659

Email info@quantuminsurance.com

Write

Ground Floor, Lot 15A4, Hyvec Business Park
Wall Street, Ebene Cybercity
Ebene
Mauritius

Or visit us online at
www.quantum.co.mu

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Your Employers Liability policy wording

An explanation of your policy wording

Your Employers Liability Insurance Policy Cover is made up of several parts which must be read together as they form part of your contract. Please take time to read all parts of this policy to make sure they meet your needs, and that you understand the cover provided and the general exclusions and general conditions that apply. If you wish to change anything or if there is anything you do not understand, or any statement is incorrect, please let us know.

The following elements form the contract of insurance between **You** and **Us**; please read them and keep them safe:

- The Policy Schedule, which includes all endorsements applied to the policy while the policy is in force;
- The sections of the policy, including the Meaning of Words, the Exclusions and Conditions, which apply to the section;
- The General Definitions, General Conditions and General Exclusions, all of which apply to all sections of the policy;
- The Proposal Form or Statement of Facts (The Statement of Facts is the record of the information you have provided us with).

If we explain what a word means, that word has the same meaning wherever it appears in your policy or schedule. The words are highlighted in bold.

This Policy is governed by "Livre III, Titre Douzième, Chapitre 3ème" of the Mauritius Civil Code as may be amended from time to time, except to the extent that the articles which are capable of being varied pursuant to Article 1983-12 are varied by terms and conditions herein or endorsed hereon.

Quantum Insurance Ltd will insure you in accordance with and subject to the terms of this policy in consideration of the payment to Quantum of the premium for the period of Insurance.

Signed on behalf of Quantum Insurance Ltd.



Chief Operations Officer

Your Employers Liability Policy Wording

How your policy works

We will insure you within the terms and conditions of your policy for those covers named in the **Policy Schedule** for any insured claims arising from injuries and accidents occurring during the period of insurance, up to the limit of indemnity shown in the Policy Schedule which takes place during the period of insurance.

We will also pay your legal defence costs incurred with our agreement for covered claims.

These costs are included within the limit of indemnity.

Your policy ends at midnight on the last day of each **Period of Insurance**.

Each renewal of this policy represents a new contract of insurance.

The new contract commences on the date when the main policyholder agrees to renew the **Policy** and pay the premium. The persons insured will be covered for the period of insurance shown on your renewal **Schedule**.

Changes to your circumstances

Please tell us at your first opportunity, if there are any changes to your circumstances which could affect your insurance.

If your circumstances change and you do not tell us, you may find that you are not covered if you need to make a claim.

If you are in any doubt, please contact us.

When we are notified of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your **Policy**.

How to make a claim

Check your schedule and policy wording, which give details of what is covered and what is not covered.

Follow the General Conditions of this policy.

Call Us

Alternatively, you can call us on **659 0659** and one of our claims officer will guide you smoothly through the claim process.

It will help us deal with you speedily if you have the following details to hand when you call:

- your policy number;
- the date of the incident and the time of discovery;
- details of what happened; and
- any details you have about the injury or disease caused.

How to make a complaint

What to do if you are not satisfied?

Our aim is to get it right first time, every time. If we make a mistake we will try to put it right promptly.

If for any reason you are dissatisfied about our standard of service, please channel this information to us.

Any complaint received by us shall be dealt with in an efficient and timely manner. We shall address your reasonable concerns on the condition that your complaint relates to a service or product provided by us.

The present document will guide you through.

1. How to make Complaints?

➤ In Writing to:

The Complaints Coordinator
Quantum Insurance Ltd
Ground Floor, Lot 15A4, Hyvec Business Park
Wall Street, Ebene Cybercity
Ebene

➤ Call (+230) 6590659

➤ Email complaints@quantuminsurance.com

2. What information should I provide with my Complaint?

- Specify your name, address, and contact details
- Precise description of nature of complaint

3. How will my complaint be dealt with?

- The Complaints Coordinator shall acknowledge receipt of the complaint within three (3) working days
- We shall undertake to settle complaints within thirty (30) working days
- If any complaint is exceptionally likely to take longer to investigate, the Complaints Coordinator will keep you informed of the progress status on a regular basis.
- The Complaints Coordinator shall inform you in writing of the final response within thirty (30) working days from filing of the complaint.
- The final response letter shall, where practicable, specify the reasons or circumstances which have been considered for the settlement or non- settlement, as the case may be, of issues raised in your complaint.

4. In what circumstances can I refer the matter to the FSC?

- Where no settlement has been reached within thirty (30) working days from the date of the filing of the complaint (unless you have been made aware that the matter is under investigation and shall take longer), you are entitled to refer the matter to the Financial Services Commission (FSC), 54 Ebène Cybercity, Ebène
- Please note that the FSC will consider complaints only to the extent that all attempts to resolve the complaint have failed and the customer is still not satisfied with the outcome.
If your complaint relates to the service provided by your insurance intermediary, **Quantum Insurance Ltd** will pass the details on to them and follow up on the progress of their investigations.

Your Employers Liability Cover

General definitions

If we explain what a word means, that word has the same meaning wherever it appears in your policy or schedule.

Us / We / Our / The Insurer / The Company

Quantum Insurance Ltd

You / Your / The Insured

The Person or legal entity named as the policyholder in the Policy Schedule.

Policy Schedule

A document showing the sections of the policy you have chosen, the sums insured and any endorsements that apply to your policy.

Special Conditions & Special Clauses

The Special Conditions &/or Special Clauses mentioned in the Policy Schedule.

Period of Insurance

"period of insurance" means the period of time commencing on the effective date stated in the current Policy Schedule and ending on the expiry date stated in the current Policy Schedule or the date of cancellation, whichever is the earlier.

Bodily Injury

Death or any bodily or mental injury or disease

Defence costs

Costs incurred with our prior written agreement to investigate, settle or defend a claim against you

Excess

"excess" means the amount you, or the person making the claim, must pay towards the claim unless we state that an excess does not apply. The amount of the excess is set out in your current schedule.

Employee

Any person normally working for you in connection with your Business Activity or Business Occupation who is:

- a. employed by you under a contract of service or apprenticeship;
- b. hired to or borrowed by you;
- c. self-employed and working on a labour-only basis under your control or supervision;
- d. engaged by labour-only sub-contractors;
- e. a labour master or a person supplied by him;
- f. engaged under a work experience or training scheme;
- g. a voluntary helper.

Endorsement

Changes to the terms and conditions of your policy which will be shown in your Policy Schedule

Territorial Limits

Territorial limits stated in the Policy Schedule pertain to the geographical areas or locations outside of which the insurance policy does not provide coverage.

Business Activity/Occupation

Any activity undertaken by You as a trade, commercial activity, business operations, profession or service as stated in your Policy Schedule.

Employers Liability

What is covered?

If any **Employee** brings a claim against You for **Bodily Injury** caused to them during the **Period of insurance** arising out of their current employment and/or work for You within the Territorial limits stated in the Policy Schedule, We will indemnify you against the sums you are legally liable to pay as compensation, at Common Law.

The amount We pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.

The maximum Limit of Liability under this Policy shall be the limit of indemnity shown in Your Policy Schedule, unless limited below, for all claims and their Defence Costs which arise from the same accident or event.

What is not covered?

- liability arising out of accidents occurring before the actual receipt of the Premium by the Company or arising out of accidents occurring after the date of expiry and before the actual receipt of the renewal Premium by the Company;
- payment of any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- any sum that would be payable to an injured employee under National Pensions Act 1976 or under any other existing or future Legislation.
- Any event or circumstances mentioned under General Exclusions section of this policy

SPECIAL EXTENSIONS

- **Subcontractors**

This insurance is extended to cover liability to employees in the employ of sub-contractors to the Insured.

- **Claims against Principals**

If, as a result of your business, any party brings a claim, which falls within the scope of that is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:

- a. has not, in our reasonable opinion, caused or contributed to the claim against them;
- b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before we are notified of it;
- d. gives us the information and co-operation we reasonably require for dealing with the claim.

Employers Liability

- **Court attendance compensation**

We will pay you the following compensation for each day, or part day:

- | | |
|------------------------------------|-----------|
| 1. You or your partner or director | MUR 1,500 |
| 2. Any other employee | MUR 500 |

The most we will pay for the total of all court attendance compensation is MUR 10,000.

Provisions

1. The Insured shall at all times employ competent employees and shall not continue to employ any employee after it shall have come to his knowledge that such employee is by reason of his age or serious physical infirmity or any previous injury specially unfit to follow his work or abnormally liable to incur accidental injury unless such physical infirmity or injury shall have been caused by accident arising out of and in the course of his work and the Company shall have consented to his continued employment.
2. The Insured shall at all times use all reasonable diligence in keeping himself acquainted with the state of the ways, works, machinery employees shall be employed, and in keeping the same in a proper state of repair, and if any defect shall be discovered rendering the occupation of any of the employees more than usually hazardous, the Insured shall cause the said defect to be made good, and shall in the meantime cause such additional precautions as circumstances may require to be taken. So far as reasonably practicable no alteration or repair shall without the consent of the Company be made to any ways, works, machinery or plant after any accident shall have occurred in connection therewith until the Company shall have had an opportunity of examining the same.

General Conditions

The following conditions apply to the whole policy.

1. Interpretation

The **Policy** and **Schedule** must be read together as one document. Any word or expression that is given a specific meaning in this **Policy** shall have that meaning wherever it may appear but any word or expression which is given a specific meaning for the purpose of a specific Section of this **Policy** shall have that meaning wherever it may appear within that specific Section only.

2. Premium

You must pay the premium or any agreed instalment when we ask. If the premium for this policy is paid by instalments and in the event you fail to pay one or more instalments, whether in full or in part, we may cancel the policy by giving you 30 days notice in writing sent to your last known address. In case recovery of any outstanding unpaid, premiums has to be effected through a solicitor, all fees and commissions due to the solicitor will be payable by the **Insured**.

3. Claims

- (a) on the happening of any loss or damage
 - 1. the Insured shall
 - i) on being informed of such loss or damage, and at the latest within FIVE DAYS therefrom, notify the **Company** thereof. In case of theft this time limit is reduced to 24 HOURS.
 - ii) if property is lost or if theft is suspected, immediately inform the police and take all practical steps to recover the property
 - iii) Within 15 days submit in writing full particulars of the claim
 - iv) supply at his own expense all reports plans specifications information and assistance reasonably required
 - (v) inform the **Company** of any communication claim or notification to appear in Court and shall not negotiate admit or repudiate any claim by any person or body.
 - 2. the company may enter take or keep possession of the damaged property and deal with such property in a reasonable manner.
- (b) no property may be abandoned to the **Company** without its consent.
- (c) no admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the **Company**. However, the mere admission of a material fact will not be considered as an acknowledgement of liability. The **Company** shall be entitled if it so desires to take over and conduct in its name the defence or settlement of any claim or to prosecute in its name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the **Company** may require.
- (d) if the Insured obtains any form of payment direct from Third Parties in compensation of loss or damage covered by this **Policy** for which a claim has been made to the **Company**, the Insured shall immediately notify the **Company** and the **Company** shall not be liable to make good any such loss or damage. The **Insured** further undertakes to refund to the **Company** any compensation paid by the **Company** if and when the **Insured** receives compensation in respect of the same loss or damage from any responsible Third Party.

General Conditions (continued)

(e) in connection with any one claim or number of claims arising out of any one cause for indemnity against liability as defined in this **Policy** the Company may at any time pay to the **Insured** the **Sums Insured** stated in the **Schedule** (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claims can be settled and upon such payment being made the **Company** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment and the **Company** shall not be responsible for any loss alleged to have been sustained by the

Insured in consequence of any action or omission of the **Company** in connection with such claim or proceedings.

(f) In no case whatsoever (save in case of Third Party claims) shall the **Company** be liable for any loss or damage after the expiry of twelve months from the happening of the loss or damage unless the claim is subject to pending action or arbitration.

(g) All claims are payable in Mauritius in local currency.

4. Precautions

The **Insured** shall take all reasonable steps to avoid loss, damage or liability.

5. Other insurances

You shall under pain of nullity of the present contract disclose to us every other insurances you have contracted in respect of the risk(s) presently insured. The disclosure shall amongst other things state the name of the other Insurer(s) and the **Sum(s) Insured**.

If several insurances contracted without fraudulent intent insure a total sum exceeding the value of the insured risk, each insurance will pay in proportion to the sum for which it is liable, up to the entire value of the insured risk.

6. Duration of the Contract

(a) The contract shall come into effect following payment &/or agreement by you to pay at date(s) agreed with us the premium specified in the **Policy Schedule**. This condition shall also apply to any **Endorsement** issued subsequently under the contract.

(b) Subject to the provisions of paragraphs (c), (d) and (e) of the present Condition the duration of the contract shall be for the period stated in the **Policy Schedule**.

(c) You and us shall be at liberty to terminate the contract at any time prior to the expiry date mentioned in the **Policy Schedule** on the party so desiring giving 30 days notice in writing to that effect to the other party.

(d) In cases where several risks or several properties are covered, it shall be permissible to either us or you to terminate by anticipation in the manner set out in paragraph (c) above the contract in respect of any one or more of the several risks and/or properties insured.

(e) In the event of a cancellation by anticipation as provided in paragraphs (c) and (d) above we shall:

- i) when such cancellation is made at your request, adjust the premium on the basis of us receiving or retaining the customary short term premium.
- ii) when such cancellation is made by us, refund or retain the premium on a pro-rata basis.

7. Observance

The Liability of the **Company** shall be conditional upon the **Insured's** observance of and shall be subject to the terms conditions provisions and endorsements of this **Policy** or the **Policy Schedule**.

8. Arbitration

Any dispute arising in connection with any amount paid under this Policy (liability being otherwise admitted) shall be finally settled under the Arbitration Rules of the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC) by [one or three] arbitrator(s) appointed in accordance with the said rules. The arbitration proceedings shall take place in Mauritius and the language of arbitration shall be English.

9. Fraud

It is hereby expressly stipulated and agreed that, as provided for in Article 1983-31 of the Civil Code whenever errors or omissions mistakes or failure to make full disclosures, contained in any declaration made by the Insured, do by their very nature or their importance and/or materiability, or their recurrence, bear a fraudulent character, the **Company** shall be entitled to claim reimbursement of all indemnities already paid.

If any fraudulent means or devices be used by the **Insured** or anyone acting on his behalf to obtain any benefit under this **Policy**, or if any destruction or damage be occasioned by the wilful act or with the connivance of the **Insured**, all benefit under this **Policy** shall be forfeited.

10. Rights of Parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

11. Cancellation

The present contract may be cancelled before its normal expiry date in the following cases, inter alia,

- 1) in the event you die or the transfer of the property insured as provided for in Articles 1983-48 and 49 of the Civil Code.
- 2) for non payment of premium (Articles 1983-21 to 24 of the Civil Code).
- 3) in the event of aggravation of risk (Article 1983-25 of the Civil Code).
- 4) in case of withholding of facts or intentional false declaration by you (Article 1983-30 of the Civil Code).
- 5) in the events set out in Article 1983-35 of the Civil Code.
- 6) in the event of us or you being bankrupt as provided for in Articles 1983-27 and 28 of the Civil Code.
- 7) in the event we refuse to reduce the premium in circumstances provided for in Article 1983-29 of the Civil Code.

Whenever a party purports to cancel the present Contract, he shall give notice thereof to the other party by way of a registered letter, and in cases falling under Article 1983-35 of the Civil Code in accordance with the provisions of Article 1983-36.

12. Aggravation of Risk

During the currency of the contract, you must report to us, any modification likely to aggravate the risks in such a manner that, had the new state of affairs existed at the writing of the contract, we would not have contracted or would only have done so by claiming a higher premium.

Such report must be made prior to the modification, if this is brought about by your act, and in other cases, within eight days from the moment it has come to your knowledge.

In either case it shall be open to us :

either to cancel the contract;

or to claim an increased premium, in which case if you do not accept the new rate of premium the contract shall be cancelled.

In the event of the aggravation of the risk being due to your act, we will be entitled in addition to claim damages.

13. Disclosure

Any withholding of facts or intentional false declaration made in bad faith by the **Insured** shall entail, in accordance with Article 1983-30 of the Civil Code, the nullity of the contract, when such withholding or false declaration alters the nature of the risk or make it appear less hazardous, even though the fact withheld or misrepresented has been without influence on the loss; and in such a case the **Company** shall retain the whole premium paid and shall be entitled to claim all premiums due and demandable.

In the event when such withholding or false declaration was not made in bad faith, the **Company** shall be entitled :

a) if the fact is ascertained before the loss

either i) to maintain the Contract subject to the Insured agreeing to pay an increased premium;

or ii) to cancel the policy after giving 14 days notice to that effect to the Insured and refunding a proportionate part of the premium paid.

b) if the fact is ascertained after the loss to reduce the indemnity payable in the proportion the premium paid bears to the premium which should have been paid.

14. Prescription

Payment of any claim under this **Policy** shall become time barred five years after the occurrence of the event giving rise to a claim being made under this **Policy** as provided under Articles 1983 37 and 38 of the Civil Code.

15. Subrogation

Upon payment of the indemnity the **Company** shall be subrogated in all the rights, actions and privileges of the **Insured** as provided for in Article 1983-50 of the Civil Code.

In the event of any act of the Insured affecting the full effect of the subrogation in favour of the **Company**, either in its inception or its operation, the liability of the **Company** towards the **Insured** shall be reduced in whole or in part as provided for in the second paragraph of Article 1983-50 of the Civil Code.

General Conditions (continued)

The above conditions of subrogation shall not apply to Insurances of the Persons which are not contracts of indemnify and covering agreed benefits in respect of death, permanent disability or temporary disability

16. Legal Representatives

In the event or death of the **Insured** or of any person entitled to indemnity under this **Policy** the **Company** will indemnify the legal personal representatives in terms and subject to the limitations of the **Policy** provided that such representatives shall, as though they were the **Insured**, observe and be subject to the terms of the **Policy** in so far as they can apply.

17. Applicable Law and Jurisdiction

This Policy shall be governed by the laws of Mauritius whose courts shall have exclusive or final jurisdiction in any dispute, doubt or question arising hereunder and in the event of any action, claim or demand by any claimant under or by virtue of the insurance, our liability to indemnify You in such event shall be limited to judgements delivered or obtained by a court of competent jurisdiction within Mauritius.

This Policy shall, however, exclude:

- (a) Judgments, orders, awards, pronouncement, interpretation or declaration given or delivered by any court, tribunal, arbitrator or other authority in any foreign jurisdiction;
- (a) The cost of taking up the defence in any case before any foreign court;
- (b) The registration of a foreign judgment or award under the Foreign Judgments [Reciprocal Enforcement] Act 1961.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

18. Control of defence

We have the right, but not the obligation, to take control of and conduct in your name, the investigation, settlement or defence of any claim. If we think it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your own solicitor but on a similar-fee basis as our solicitor and only for work done with our prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

General Exclusions

Applying to All Sections of this Policy

These apply to the whole **Policy** in addition to the exclusions listed under what is not covered under the relevant sections

WAR, CIVIL WAR AND TERRORISM EXCLUSION

The policy does not cover

1. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence of the loss:
 - 1.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
 - 1.2 Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - 1.3 Mutiny, civil commotion assuming the proportions of or amounting to a popular or military uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
 - 1.4 Terrorist Activity as defined herein
- A. 'Terrorist Activity' shall mean any deliberate, unlawful act that:
 1. is declared by any authorised governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
 2. includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
 - (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 - (b) influence, disrupt or interfere with any government related operations, activities or policies;
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of a national economy; or
 3. includes, involves, or is associated with , in whole or in part, any of the following activities, or the threat thereof:
 - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - (b) hostage taking or kidnapping
 - (c) the use of any biological or chemical agent, material, device or weapon including biological or chemical contamination as defined herein.

For the purpose of (c) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.
 - (d) the use of radioactive or nuclear agent, material, device or weapon;

General Exclusions (continued)

- (e) the use of any missile, bomb, incendiary device, grenade, explosive or firearm;
 - (f) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - (g) the injuring or assassination of any elected or appointed government official or any government employee;
 - (h) the seizure, blockage, interference with, disruption of, or damage to any government Residential Building/s, institutions, functions, events, tangible or intangible property or other assets; or
 - (i) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.
- B. Any of the activities listed in Section A (3) above shall be considered Terrorist Activity except where the Insured can conclusively demonstrate to the Insurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to
- 1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 - 2. influence, disrupt or interfere with any government related operations, activities or policies;
 - 3. intimidate, coerce or frighten the general public or any segment of the general public; or
 - 4. disrupt or interfere with a national economy or any segment of a national economy.

This clause 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 points (1), (2), (3) and/or (4) above.

If the Insurer alleges 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 the Insured.

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

- 1. Any loss, damage cost or expense or liability directly or indirectly caused by or arising from or contributed to, by or in connection with:
 - 2.1 Subterranean fire
 - 2.2 Nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - 2.2.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 2.2.2 the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 2.2.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

General Exclusions (continued)

NUCLEAR ENERGY RISKS EXCLUSION (Worldwide)

This **Policy** shall not cover Nuclear Energy Risks which shall mean all first party and/or third party insurances (other than Workers' Compensation and/or Employers' Liability) in respect of:-

- (I) All Property on the site of a nuclear power station. Nuclear Reactors, reactor Building/s and plant and equipment therein on any site other than a nuclear power station.
- (II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:-
 - (a) The generation of nuclear energy; or
 - (b) The Production, Use or Storage of Nuclear Material.
- (III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (IV) The supply of goods and services to any of the sites, described in (I) to (III) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under-noted, Nuclear Energy Risks shall not include:-

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (I) to (III) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above;

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:-

- (1) The provision of any insurance whatsoever in respect of:-
 - (a) Nuclear Material;
 - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any insurance for the under-noted perils:-
 - Fire, lightning, explosion;
 - Earthquake;
 - Aircraft and other aerial devices or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:-

- i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and

General Exclusions (continued)

ii) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:-

(i) Any Nuclear Reactor;

(ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and

(iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, Residential Building/s, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:-

(i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and

(ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

"Nuclear material" as defined herein.

"Nuclear fission" means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

"Nuclear fusion" means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

"Nuclear radiation" means the absorption of electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

"Nuclear waste" as defined herein.

"Nuclear fuels" means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

"Nuclear explosives" means an explosive involving the release of energy by nuclear fission or fusion or both.

"Nuclear weapon" means a nuclear device designed, used or usable for inflicting bodily harm or property damage.

General Exclusions (continued)

RADIOACTIVE, CHEMICAL OR BIOLOGICAL CONTAMINATION

This **Policy** does not cover any loss or damage, legal liability, cost or expense, of any nature whatsoever, directly or indirectly caused by, resulting from or in connection with:

- (a) Nuclear energy, radioactivity of any kind or ionizing radioactive contamination from nuclear fuel or nuclear waste arising from combustion of nuclear fuel;
- (b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- (c) The use of a chemical or biological weapon; or
- (d) The use of any weapon of war employing atomic or nuclear like reaction or radioactive force or matter.

ELECTRONIC DATE RECOGNITION CLAUSE EDRC (.C)

This endorsement shall prevail notwithstanding any provision whether written, typed or printed in this contract inconsistent herewith.

1. This contract does not cover loss, damage, liability or expense arising from or in any way connected, whether directly or indirectly, with;
 - a) the actual or anticipated failure or inability of any computer or electronic device or component or system or software or embedded programming, whether or not belonging to or in the possession of the direct assured;
 - correctly and unambiguously to assign any date to the correct day, week, year or century,
 - correctly to recognise, sequence or compute any date which is or is intended to be beyond 31 December 1998,
 - to continue to operate as it would have done had its current date, the true date and any other date relevant to any function being carried out by it been prior to 1 January 1999;
 - b) the use of any arbitrary, ambiguous or incompletely defined date or date-like code in any data, software or embedded programming;
 - c) any measures taken whether preventative, remedial or otherwise with the intention of averting or minimising any of the above.
2. Notwithstanding 1.a) and 1.b) above, this contract shall be extended to include;
 - a) loss or damage arising from physical loss of or physical damage to tangible property,
 - b) liability for actual or alleged bodily injury,
 - c) liability for physical loss of or physical damage to tangible property owned by another person and resulting loss of use of such physically lost or physically damaged property;

provided that such loss, damage or liability above is within the terms, conditions and exclusions of the original policy(ies) or contract(s).
3. For the purposes of 2. above, tangible property shall not include;
 - a) any data or embedded programming however stored or conveyed;

General Exclusions (continued)

- b) any computer or electronic device or component or system or software, other than where such property forms part of an insured cargo or ship's machinery, which is in any way connected whether directly or indirectly with loss or damage claimed or from which such loss or damage arises.
4. This endorsement shall not include loss, damage, liability or expense arising from any contract solely designed to cover losses arising from any matter referred to in 1. above.
5. In calculating the net loss under this contract the reassured shall not treat any matter referred to in this endorsement as a basis of aggregation or in itself as an event or cause for the purpose of aggregation.

SEEPAGE, POLLUTION AND CONTAMINATION

This **Policy** does not cover liability in respect of:

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, provided always that this paragraph 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 a consequence of an otherwise under this **Policy** indemnifiable sudden, unintended and unexpected happening during the period of this **Policy**.
2. The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise under this **Policy** indemnifiable sudden, unintended or unexpected happening during the period of this **Policy**.
3. 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.

ASBESTOS EXCLUSION

This **Policy** does not cover any actual or alleged liability whatsoever for any claim or claims in respect of, resulting from, or in consequence of, or in any way involving, asbestos or any materials containing asbestos in whatever form or quantity, provided that the loss or losses are caused or contributed by the hazardous nature of asbestos.

TRANSMISSION AND DISTRIBUTION LINES EXCLUSION

This **Policy** does not cover any loss of, destruction of or damage to any kinds of above or below ground transmission and distribution lines, including wire, cables, poles, scaffolding, pylons, standards, towers, other supporting structures and any equipment of any type which may be attendant to such installations of any description, for the purpose of transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual unless those transmission and distribution lines for which the **Insured** carries the risk are located no further than 300 metres from an insured plant of the **Insured**.

This exclusion also applies to any consequential losses, time element losses or business interruption losses resulting therefrom including but not limited to increased cost of working.

It is, however, understood and agreed that this exclusion shall not apply to contingent business interruption coverage including public utilities extensions and/or supplier's extensions, provided that these are not part of a suppliers', transmitters' or distributors' policy.

General Exclusions (continued)

COMPUTER LOSS GENERAL EXCLUSION

This policy does not cover: -

- a) loss or destruction of or damage to any property whatsoever (including a computer) or an loss or expense whatsoever resulting or arising therefrom;
- b) any legal liability of whatsoever nature;
- c) any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all.
 - i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
 - ii) to capture, save, retain, or to process any information or code as a result of the operation or any command which has been programmed into any computer, being a command which caused the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date or
 - iii) to capture, save, retain, or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes
 - iv) to capture, save, retain, or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non -computer equipment or any computer software, tools, operating or any computer hardware or peripherals and the information or data electronically or otherwise stores in or on any of the above, whether the property of the Insured or not.

Special Extension to the above General Exclusion:

- A. Loss or destruction of or damage to the insured property by fire, explosion lightning, earthquake or by the special perils referred to in B below shall not be excluded by this General Exclusion.
- B. The special perils that are not excluded for the purpose of this special extension are damage caused by:
 - 1. storm, wind, water, hail or snow excluding damage to property
 - a) arising from its undergoing any process necessarily involving the use or application of water;
 - b) caused by tidal wave originating from earthquake or volcanic eruption;
 - c) in the underground workings of any mine;
 - d) in the open (other than Residential Building/s structures and plant designed to exist or operate in the open)
 - d) in any structure not completely roofed
 - e) being retaining walls;
 - d), e), f) Unless so described and specifically insured as a separated item
 - 2. aircraft and other aerial devices or articles dropped therefrom;

General Exclusions (continued)

3. impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover wear and tear or gradual deterioration.

- C. The above General Exclusion also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in A above.
- D. This Special Extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Loss General Exclusion and this Special Extension.

CLARIFICATION AGREEMENT

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement.

Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such a loss or damage. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

Loss of or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

OCCUPATION DISEASE ACOD -C CLAUSE

'Insofar as liability is incurred by the Insured under an Employers Liability and/or Workmen's Compensation Policy in respect of legal liability for Occupational Disease or Physical Impairment attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event, this Policy shall provide cover on the basis that: -

- (a) any one claim in respect of any one employee of the Insured shall be considered individually as one event for the purpose of recovery hereunder and
- (b) the date of the loss occurrence shall be deemed to be the date the Insured is advised of such claim following diagnosis of the Occupational Disease or Physical Impairment by a qualified medical practitioner.

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