

Workmen's compensation Insurance

Whereas the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

Now this Policy Witnesseth that if at any time during the Period of Insurance any employee in the Insured's immediate service shall sustain personal injury by accident or disease arising out of and in course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury under the Law(s) set out in the schedule then subject to the terms, exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefore this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

EXCEPTIONS

The Company shall not be liable under this Policy in respect of

- (a) the Insured's liability to employees of contractors to the Insured
- (b) any employee who is not a "WORKMAN" within the meaning of the Law(s)
- (c) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (d) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- (e) **Political and Nuclear Risks Exclusion**

any injury by accident or disease or sickness or illness and related expenses directly or indirectly, proximately or remotely, caused by, resulting from, contributed by, arising from or in connection with:

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
2. Mutiny, civil commotions assuming the proportion of or amounting to a popular rising, 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, confiscation, commandeering, requisition or nationalization, acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization, sabotage.
** ("Terrorism" means the use of violence for political ends and shall include use of violence for the purpose of putting the public or any section of the public in fear).
3. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
4. Radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof.

In any action, suit or other proceeding in which the Company alleges that by reason of these provisions, any loss or damage or expense is not covered by this insurance, the burden of proving that such loss or damage or expenses is covered shall be upon the Insured.

** Clarifying comments: "TERRORISM EXCLUSION"

Terrorism means any act or use or threat of force which including (but not limited to):

- (a) endangers the life of a person or persons or involves serious violence against a person or persons.
- (b) Involves damage to property;
- (c) creates a serious risk to the health and safety of public or to any member of the public;
- (d) creates a serious risk to the health and safety of public or to any member of the public;
- (e) interferes with or disturbs any electronic or satellite system; or
- (f) involves the use of firearms, explosives, biological, chemical, nuclear, or other means;
- (g) and which is committed by a person or any group of people, religious or ideological purposes and/or to influence any government or to put any member of the public in fear.

If the Company allege 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.

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

(f) **Institute Chemical, Biological, Biochemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause**

This clause shall be paramount and shall override anything contained in this Insurance inconsistent therewith

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - a. Any chemical, biological, bio-chemical, or electromagnetic weapon
 - b. The use or operation, as a means for inflicting harm of any computer, computer system, computer software program, computer virus or process or any other electronic system

(g) **Asbestos Exclusion:**

This policy does not apply to liability arising directly or indirectly out of, caused by or in connection with the existence, handling, processing, manufacturing, mining, sale, transportation, distribution, storage, use, removal, remediation, treatment, disposal or escape of :

- (a) asbestos or silica dust
 - (b) asbestos, asbestos products or any product containing asbestos.
- (h) **Electro Magnetic Field (EMF) Exclusion:** Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claim(s) or loss(es) arising directly or indirectly out of non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic interference.
- (i) **Genetically Modified Organisms (GMO) Exclusion:** Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claim(s) or loss(es) arising directly or indirectly from Genetically Modified Organisms ("GMO's")

For the purpose of this exclusion, GMO's shall mean and include:

Organisms or micro-organisms or cells or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change

And shall also mean and include:

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 State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

- (j) **Transmissible Spongiform Encephalopathy (TSE) Exclusion:** Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claim(s) or loss(es) arising directly or indirectly out of transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld-Jakob disease (vCJD).