

This is a sample Policy document that provides full wording for all the covers we offer.

Once you have bought your Policy you will be provided with the documentation specific to what you have requested.



Your

money insurance

policy



Welcome to Sun General Insurance Inc.

We are delighted **You** have chosen **Us** for **Your** insurance needs and are confident that **You** will be satisfied with the level of service and insurance protection **You** receive.

In the following pages and the attached **Schedule**, **You** will learn everything **You** need to know about **Your** insurance **Policy** and how to contact **Us** in case **You** have a claim. Please make sure to keep this **Policy** in a safe place. If there is anything incorrect, please return it to **Our** offices immediately.

If during the course of the insurance **Your** circumstances change, **You** must notify **Us** immediately so that **We** can ensure that the cover **We** are providing is adequate.

Remember to ask **Us** or **Your** representative about the other services **We** offer including:

- Vehicle Insurance
- Home Insurance
- Travel Insurance

Having multiple policies with **Us** will save **You** money!

We hope **You** will be **Our** customer for many years to come.

Davis -N. Some

Davis Browne President

Your Policy

Your Policy, Schedule and any **Endorsements**, are proof of a contract between **You** and **Us**. This contract is based on the information given by or for **You** when **You** applied for this insurance by a proposal and declaration which forms part of this contract. **You** promise that the information **You** have given **Us** is true as far as **You** know.

In return for **You** paying and **Our** accepting **Your** premium, **We** will provide insurance cover under the **Terms** of this **Policy** during the **Period of Insurance** as shown on the **Schedule**. Please read **Your Schedule** and any **Endorsements** to check which sections of this **Policy** apply.

On behalf of Sun General Insurance Inc.

Authorized Representative



Questions?
Please call: 440-0217

ease call: 440-0217 438-4138

Grenada: Sun General Insurance #13 Church Street, P.O. Box 1879 St. George, Grenada

Grenada: Sun General InsuranceJubilee Street, Grenville
St. Andrew's, Grenada

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SECTION 1: DEFINITIONS

Data

Representations of information or concepts in any form.

Endorsements

Any written amendment to **Your Policy** which **We** have made either by way of **Your** request or by a change in **Your** circumstances.

Geographical Area

The country as listed on Your Schedule.

Money

For the purposes of this Policy the term Money shall mean:

Cash Bank Notes Cheques **Money** Orders Postal Orders Bills of Exchange Postage and other stamps having a monetary value but not being a stamp collection or part thereof.

Period of Insurance

The period for which **You** are covered under this **Policy** as stated under Period of Insurance on **Your Schedule**.

Policy

This document, **Schedule**, Proposal Form and Declaration and any applicable **Endorsements**.

Premises

The buildings at the address(es) shown in the **Schedule** under Risk Description.

Schedule

The document attached to this **Policy** booklet which identifies **You** and sets out details of the cover **Your Policy** provides.

Sum Insured / Limit(s) of Liability

The amount shown on **Your Schedule** as the most **We** will pay for claims resulting from one incident unless otherwise changed by way of **Endorsement**.

Tarmo

All exclusions, conditions and limits which apply to Your Policy.

We, Us, Our, Company, Insurer

Sun General Insurance Inc.

You, Your, Insured

Each and every person named under Insured in the Schedule.

The **Insured** having applied to the **Company** for this insurance by Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein and having paid or agreed to pay the premium.

The **Company** will subject to the **Terms** contained herein or endorsed hereon indemnify or pay compensation to the **Insured** as hereinafter stated.

SECTION 2: INSURANCE COVERAGE

- In consideration of the **Insured** paying to the **Company** the first premium for or on account of the said Insurance the **Company** agrees subject to the **Terms** contained herein or endorsed hereon to indemnify the **Insured** against:
 - a. loss of Money by any cause whatsoever
 - loss of or damage to Safe or Strongroom directly associated with any theft or attempted theft therefrom except in so far as this cost is otherwise Insured

occurring in the situation hereinafter referred to in the $\bf Schedule$ during the $\bf Period$ of $\bf Insurance$.

- Provided that when the **Premises** are closed to business the Safe or Strongroom whilst containing the **Money** or any part thereof shall be kept locked and the keys thereof shall at all times be kept in the personal custody of the **Insured** or a responsible official or employee of the **Insured**.
- Provided also that the liability of the Company under this Policy shall not exceed in respect of:
 - a. Money the respective Limits of Liability stated in the Schedule.
 - Safe or Strongroom the cost of repair or replacement or the Limit of Liability stated in the Schedule whichever in the less.

2.1 Exclusions for Section 2 - What is not Covered

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

- any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 2. loss or damage consequent upon riots strike or civil commotion
- any loss arising from fraud or dishonesty of the Insured's employees or any collusion thereof
- 4. shortages due to error or omission



- 5. loss from an unattended vehicle
- loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

SECTION 3: EXTENSIONS

3.1 Personal Accident Assault Benefit

In consideration of the payment of an additional premium the **Company** agrees that if during the **Period of Insurance** the **Insured** or a partner or director or employee of the **Insured** whose age is not less than sixteen (16) nor more than sixty-five (65) years of age (each of whom is hereinafter called the "**Insured Person**") shall suffer within the Situation bodily injury in an attempt by another to steal **Money** which injury shall independently of any other cause be the sole cause of death or disablement as hereunder stated the **Company** will also pay to the **Insured** or in the event of his death to his Executors or Administrators the Compensation specified below:

a. Death	occurring within six (6) months of the sustaining of the injury	a. \$5,000.00
b. Total and permanent loss of sight in one or both eyes		b. \$5,000.00
c. Total and permanent loss of one or both hands or feet		c. \$5,000.00
d. Total disablement (temporary or permanent from engaging in or attending to usual business)		d. At the rate of \$50.00 per week for a period not exceeding one hundred and four (104) weeks from the sustaining of the injury

Compensation shall not be payable for:

- more than one (1) item in respect of any injury sustained by an **Insured Person** and when the maximum sum for such item is payable for any subsequent injury to such **Insured** Person.
- 2. item d. until the total amount has been agreed.

Conditions for Section 3.1

The Insurance expressed in this **Endorsement** is subject to the **Terms** contained and endorsed on this **Policy** and to the following additional conditions:

- This **Policy** shall not apply to death or disablement consequent upon any pre-existing physical or mental defect or infirmity or pregnancy or childbirth.
- All certificates and information and evidence required by the Company shall be furnished at the expense of the Insured or any Claimant hereunder and shall be in such nature as the Company shall prescribe.
- The Insured Person shall as often as required submit to medical examination on behalf of the Company at his own expense.
- The Company in the case of the death of the Insured Person shall be entitled to have a postmortem examination at its own expense.

SECTION 4: GENERAL CONDITIONS

4.1 Arbitration

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as Arbitrators of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing

requiring an appointment the other party shall be at liberty to appoint a sole Arbitrator and in case of disagreement between the Arbitrators the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke the authority or powers of the Arbitrator(s) or Umpire respectively and in the event of the death of an Arbitrator or Umpire another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator(s) or Umpire so dying was appointed. The cost of the reference and of the award shall be in the discretion of the Arbitrator(s) or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this **Policy** that the award by such Arbitrator(s) or Umpire of the amount of the loss or damage disputed shall be first obtained.

4.2 Cancellation

a. **CANCELLATION BY YOU**

You have the right to cancel this **Policy** by giving seven (7) days notice in writing to any of **Our** offices within the **Geographical Area**. If no claim has been made, or no incident that may give rise to a claim has been reported, **We** will calculate the number of days **Your Policy** has been in force and provide **You** with a refund, if applicable, as per the cancellation table below:

٦	Γime Policy in Force	Amount of Premium refunded
1	I - 30 days	80% of the Premium
3	31 - 60 days	70% of the Premium
6	51 - 90 days	60% of the Premium
ç	91 - 120 days	50% of the Premium
1	121 - 150 days	40% of the Premium
1	151 - 180 days	30% of the Premium
1	181 - 240 days	20% of the Premium
2	241 days or more	No refund given

b. CANCELLATION BY US

We have the right to cancel this **Policy** by giving **You** seven (7) seven days notice by registered mail in writing to **Your** last known address.

If a claim has been made, or an incident that may give rise to a claim has been reported, then no refund of premium will be due.

If no claim has been made then **We** will refund **You** a pro rata premium in proportion to the amount of time that **Your Policy** has been in force.

4.3 Fraudulent Claims

If a claim be made by or on behalf of the **Insured** which shall be in any respect unfounded if fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder.

4.4 Insured's Duty

The due observance and fulfillment of the **Terms** of this **Policy** by the **Insured** insofar as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal and any written statements relative thereto shall be conditions precedent to any liability of the **Company** to make any payment under this **Policy**.

4.5 Insured's Interest

The interest of the **Insured** under this **Policy** shall not be assignable except with the written consent of the **Company**.

4.6 Interpretation

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.

4.7 Jurisdiction Clause

The indemnity to the **Insured** under the **Terms** of this **Policy** shall only apply in respect of judgements, which are in the first instance delivered by or obtained from a Court of competent jurisdiction within the **Geographical Area** as described in the **Schedule** of this **Policy**.

4.8 Money In Transit

The First Premium and all Renewal Premiums in respect of transit risks are to be regulated by the amount of the **Money** carried during the **Period of Insurance** and if the ascertained amount shall differ from the estimated amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the **Company** or by a refund by the **Company** as the case my be provided that in either event the premium payable to the **Company** in respect of the **Money** in Transit shall not be less than the minimum premium.

4.9 Other Insurance

If at the time of any loss there be any other insurance effected by or on behalf of the **Insured** covering any of the **Money** the liability of the **Company** hereunder shall be limited to its ratable proportion of such loss.

4.10 Reasonable Precautions and Notice

The **Insured** shall take all reasonable precautions for the **safety** for the **Money** immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this **Policy** shall:-

- a. give notice to the Police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the **Money**.
- b. give notice thereof to the Company in writing and within seven (7) days thereafter deliver to the Company a claim in writing and supply all such detailed proof and particulars as may reasonably be required.
 In no case shall the Company be liable for any loss not notified to the Company within fourteen (14) days after the event.

4.11 Records

A proper record shall be kept in the books of the **Insured** of all the **Money** (including the names of all the employees and the amount of wages salaries or other earnings paid to them). The **Insured** shall at all times allow the **Company** with a correct statement of all **Money** in Transit during the said period. A proper record shall also be kept of all **Money** in the Safe(s) or Strongroom(s) in some place other than the Safe(s) or Strongroom(s).

4.12 Subrogation

The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the Money list and which forms the subject of a claim under this Policy and the Insured shall give all reasonable assistance for that purpose. The Company shall be entitled to any of the Money for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances in respect of such Money as may be reasonably required.

SECTION 5: GENERAL EXCLUSIONS

5.1 Acquired Immune Deficiency Syndrome

This **Policy** does not cover injury or sickness of an **Insured Person** arising wholly or in part directly or indirectly from Human Immunodeficiency Virus (HIV) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and from mutant derivative or variations thereof however caused.

5.2 Asbestos

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, 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.

5.3 Data Exclusion Clause

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

- 1. a. erasure, destruction, corruption, misappropriation of **Data.**
 - erroneously creating, amending, entering, deleting or using **Data** including any loss of use arising therefrom.
- 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.

5.4 Electromagnetic Fields

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.

5.5 Electronic Date Recognition

This **Policy** does not cover any loss, damage, cost, claim, legal liability or expense of whatever nature whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- the calculation comparison, differentiation, sequencing or processing of Data involving date changes to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000.
- any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the **Insured** or not, and whether occurring before, during or after the year 2000.

The indemnity provided shall also not apply under any circumstances whatsoever to any legal liability of whatever nature arising out of the failure of any computer or other equipment or system for processing, storing or retrieving **Data**, whether the property of the **Insured** or not to:

- a. correctly recognize any date as its true calendar date
- capture, save or retain, and/or correctly to manipulate interpret or process any **Data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- c. capture, save, retain or correctly process any **Data** as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of **Data** or the inability to capture, save, retain or correctly process such **Data** on or after any date.

This exclusion applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, injury, cost, claim, liability or expense.

5.6 Genetically Modified Organisms

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.

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

Organisms or micro-organisms or cells, or the organisms or microorganisms, 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.

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 is wider than the foregoing then such wider definition shall be incorporated in this definition in addition to the foregoing.

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.

5.7 Information Technology Hazards Clarification

Losses arising, directly or indirectly, out of:

- 1. loss of, alteration of, or damage to
- 2. a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, Data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:
 - a. fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

5.8 Terrorism

It is hereby declared and agreed that any acts of terrorism which means the use or threatened use of any violence or force (including acts of sabotage, or the manufacture or other creation, direct or indirect release, of germs, disease or other contagious or contaminants) by any person or persons for any reason whatsoever, whether or not such person or person are acting in concert with or on behalf of any organization or government are excluded under the within written Policy.

Terrorism includes but is not limited to, any use or threatened use of violence, force or physical harm by any means that frightens, intimidates or instills fear in the public at large or any members of the public.

This clause applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, injury, cost, claim, liability or expense.

5.9 Transmissible Spongiform Encephalopathies

This **Policy** does not cover:

- 1. Any liability, loss, cost or expense arising out of, resulting from, caused or contributed to by:
 - a. Transmissible Spongiform Encephalopathies (hereafter referred to as
 - b. Exposure to TSE or:
 - c. Exposure to any item that is known or suspected to cause, contribute to or enable TSE:
- 2. The cost of abatement, mitigation, removal or disposal of feed, feed additives or animals, or of any premises or equipment handling such items, as a result of any known or suspected connection between such items and

TSE: or

- 3. Any costs related to a person's abatement, mitigation or removal of, or testing, medical monitoring, medical costs or cure for TSE. This exclusion also includes:
 - a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above;
 - b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

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.