



**BAHAMAS FIRST**  
*General Insurance Company Limited.*

# Commercial Motor Insurance Policy

## COMMERCIAL MOTOR INSURANCE POLICY

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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 has applied to the Insurers and has paid or agreed to pay the premium as consideration for this insurance.

The Insurers will indemnify the Insured in accordance with the coverage specified in the effective Schedule in respect of occurrences during the Period of Insurance.

The Policy Schedule and the effective Certificate(s) of Motor Insurance shall be read together 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.

The effective Schedule specifies under Coverage Provided those Sections or Subsections of the Policy which are operative or inoperative subject to the Terms, Exceptions, Conditions and endorsements (collectively referred to as the Terms of this Policy).

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

**Date**

## **SECTION A – INSURANCE ON THE MOTOR VEHICLE**

### **Subsections**

#### **A 1. LOSS OR DAMAGE**

The Insurers will indemnify the Insured against the loss of or damage to the Motor Vehicle and its accessories and spare parts while thereon.

At their own option the Insurers may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts. The Liability of the Insurers shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the Insurer's liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's estimate of value stated in the Schedule.

#### **A 2. LEASE PURCHASE AGREEMENT OR MORTGAGE**

If to the knowledge of the Insurers the Motor Vehicle is the subject of a lease purchase agreement or a bill of sale by way of mortgage any payment in cash shall be made to the owner described in the lease purchase agreement or the mortgagee described in the bill of sale whose receipt shall be a full and final discharge to the Insurers in respect of such loss or damage.

#### **A 3. PROTECTION AND REMOVAL AFTER ACCIDENT**

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Insurers will subject to the Limits of Liability bear the reasonable cost of protection and removal to the nearest repairers.

#### **A 4. RADIO AND OTHER EQUIPMENT**

The indemnity provided by this section of the policy for loss or damage to radios, compact discs or cassette players including component parts will be limited to the make and model originally supplied as standard equipment in the Motor Vehicle unless otherwise specified in this Policy.

#### **A 5. BREAKAGE OF GLASS IN WINDSCREENS OR WINDOWS**

The insurers will indemnify the Insured for the cost of reinstating any glass in the windscreen or in the windows of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle and that no more than two payments are made per policy period) up to an amount not exceeding \$750 per claim and any payment made hereunder shall be deemed not to be a claim for the purposes of the No Claim Discount Clause. No excess is applicable to this sub section.

## **A 6. REPLACEMENT PARTS**

In the event of loss or damage to the Motor Vehicle or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the Bahamas or in the event of the Insurers exercising the option under Section A1 to pay in cash the amount of the loss or damage the liability of the Insurers in respect of any such part shall be limited to:-

- (a) (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents in the Bahamas or
- (ii) if no such catalogue or price list exists the price list last obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the Bahamas and the amount of the relative import duty and
- (b) the reasonable cost of fitting such part

## **EXCEPTIONS TO SECTION A**

The Insurers shall not be liable to pay for

- (a) consequential loss
- (b) depreciation wear and tear mechanical or electrical breakdowns failures or breakages
- (c) damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time.
- (d) damage caused by overloading or strain

## **SECTION B – LIABILITY TO THIRD PARTIES**

For the purposes of this Section, the term ‘**Motor Vehicle**’ shall include any trailer or any one disabled mechanically propelled vehicle attached thereto.

### **Subsections**

#### **B 1. INDEMNITY TO THE INSURED**

The Insurers will subject to the Limits of Liability and the Jurisdiction Clause indemnify the Insured against all sums including claimant’s costs and expenses which the Insured shall become legally liable to pay in respect of

- (a) death or bodily injury to any person
- (b) damage to property  
where such death or injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle.

#### **B 2. INDEMNITY TO OTHER PERSONS**

The Insurers will subject to the Limits of Liability and the Jurisdiction Clause indemnify any Authorised Driver against all sums including claimant’s costs and expenses which such Authorised Driver shall become legally liable to pay in respect of

- (a) death or bodily injury to any person
- (b) damage to property  
where such death or injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle.

#### **B 3. INDEMNITY TO LEGAL REPRESENTATIVES**

In the event of the death of any person entitled to indemnity under this Section the Insurers will in respect of the liability incurred by such person indemnify his legal personal representatives in the terms and subject to the Limitations which applied to such person.

#### **B 4. APPLICATION OF LIMITS OF LIABILITY**

In the event of an accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

## **B 5. REPRESENTATION AND DEFENCE**

The Insurers may at their own option

- (a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section
- (b) undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section.

## **B 6. EXPENSES**

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

## **JURISDICTION CLAUSE**

The indemnity under Section B shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Commonwealth of the Bahamas.

## **EXCEPTIONS TO SECTION B**

The Insurers shall not be liable

- (a) under subsections B2 or B3 to indemnify any person
  - (i) unless such person shall observe fulfil and be subject to the Terms of this Policy in so far as they can apply
  - (ii) if such person is entitled to indemnity under any other policy
- (b) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section except so far as is necessary to meet the requirements of the Legislation
- (c) in respect of death or bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom
- (d) in respect of damage to property being conveyed by the Motor Vehicle or to property belonging to or held in trust by or in the custody or control of
  - (i) the Insured or
  - (ii) any person claiming to be indemnified under subsection B2 or
  - (iii) a member of the same household as the Insured or of the same household as any person claiming to be indemnified under subsection B2
- (e) in respect of damage to aircraft or, except as may be required by the Laws of the Commonwealth of the Bahamas, bodily injury to persons in, boarding or alighting therefrom caused by any Motor Vehicle

- (f) in respect of damage by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle to any bridge weighbridge viaduct road or anything beneath
- (g) in respect of damage to any disabled mechanically propelled vehicle attached to any Motor Vehicle in respect of which indemnity is provided by this Policy

**AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

If the Insurers are obliged by the Laws of the Commonwealth of the Bahamas to pay an amount for which the Insurers would not otherwise be liable under this Policy the insured shall repay the amount to the Insurers.

**LIMITS OF LIABILITY**

Limit of the amount of the Insurers' Liability under	
Section A 3 (Protection and Removal) .....	\$150
Section B 1(a) and 2(a) (Liability to Third Parties – Death or Bodily Injury)	
1. In respect of any person (other than a passenger lawfully carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or getting onto or alighting from the Motor Vehicle	
(i) In respect of Death of or Bodily Injury to any person .....	\$125,000
(ii) In respect of a series of claims arising out of one event .....	\$500,000
2. In respect of any other person	
(i) In respect of Death of or Bodily Injury to any one person .....	\$2,500,000
(ii) In respect of a series of claims arising out of one event .....	\$30,000,000
Section B 1(b) and 2(b) (Liability to Third Parties – Property Damage)	
In respect of any one claim or series of claims arising out of one event .....	\$250,000

**NO CLAIM DISCOUNT**

1. In the event of no claim being made or arising under this Policy during a Period of Insurance immediately preceding the renewal of this Policy the renewal premium shall be reduced in accordance with the scale prevailing at the renewal date.
2. If the insurers shall consent to a transfer of interest in this Policy the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee.
3. If more than one Motor Vehicle is described in the Schedule the No Claims Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

## GENERAL EXCEPTIONS APPLYING TO THE WHOLE POLICY

The Insurers shall not be liable in respect of

1. The Excess forming part of the Schedule
2. any accident loss damage or liability caused sustained or incurred
  - (a) outside the Commonwealth of the Bahamas
  - (b) whilst on the insured's order or with his permission or to his knowledge any Motor Vehicle in respect of which indemnity is provided by this Policy is
    - (i) being used otherwise than in accordance with the Limitations as to Use
    - (ii) being driven by any person other than an Authorized Driver or is for the purpose of being driven by him in the charge of such person
    - (iii) being driven by an Authorised Driver who is under the influence of intoxicating liquor or drugs
3. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with
  - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power
  - (b) strike riot civil commotion
  - (c) detention seizure confiscation or any attempt thereat
  - (d) 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.



## GENERAL EXCEPTIONS APPLYING TO THE WHOLE POLICY – CONT'D

4. any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement
5. any sum which any person claiming to be indemnified would have been entitled to recover from any party but for an agreement between such persons and such party
6. (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
or  
(b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission
7. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
8. loss, damage, cost claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
  - (a) the calculation, comparison, differentiation sequencing or processing of data involving the date to the year 2000, or any other date change including leap year calculations, by any computer system hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
  - (b) 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. This exception applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage or injury, cost claim, or expense.
9. losses arising, directly or indirectly, out of
  - (i) loss of, alteration of, damage to  
or
  - (ii) 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, unless arising out of one or more of the specified events insured by the Policy.

## **GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY**

### **1. 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.

### **2. INSURED'S DUTY**

The due observance and fulfillment 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 or any person claiming to be indemnified 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.

### **3. WRITTEN NOTICE**

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

### **4. CARE OF MOTOR VEHICLE**

The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Insurers shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle is driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

### **5. NOTIFICATION OF ACCIDENTS**

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. 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 or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Insurers in securing the conviction of the offender.

### **6. CLAIMS PROCEDURE**

No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified 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 or such person the defence or settlement of 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 and such person shall give all such information and assistance as the Insurers may require.

## **GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY - CONT'D**

### **7. PAYMENT OF LIMITS OF LIABILITY**

At any time after the happening of any event giving rise to a claim or series of claims under Subsection B 1(b) and Subsection B 2(b) the Insurers may pay the amount of indemnity claimed within the limitations

## **GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY - CONT'D**

and conditions of this Policy upon deduction of any sum already paid or any less amount for which any claim or claims arising out of one event can be settled, and then relinquish the conduct and control thereof and be under no further liability in respect thereof.

### **8. OTHER INSURANCE**

If at the time any claim arises under this policy there is any other insurance covering the same loss damage or liability the Insurers shall not be liable to pay or contribute more than their rateable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this Condition shall impose on the Insurers any liability from which but for this Condition they would have been relieved under Exception (a) (ii) of Section B of this Policy.

### **9. CANCELLATION**

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 and current Certificate(s) of Insurance 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 thirty days' notice in writing by personal service or by registered post which notice shall be accompanied by a refund to the Insured of the excess of paid premium over and above the pro rata premium for the time the Policy has been in force.

### **10. 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.

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

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## **SECTION A – INSURANCE ON THE MOTOR VEHICLE**

### **Subsections**

#### **A 1. LOSS OR DAMAGE**

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At their own option the Insurers may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts. The Liability of the Insurers shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the Insurer's liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's estimate of value stated in the Schedule.

#### **A 2. LEASE PURCHASE AGREEMENT OR MORTGAGE**

If to the knowledge of the Insurers the Motor Vehicle is the subject of a lease purchase agreement or a bill of sale by way of mortgage any payment in cash shall be made to the owner described in the lease purchase agreement or the mortgagee described in the bill of sale whose receipt shall be a full and final discharge to the Insurers in respect of such loss or damage.

#### **A 3. PROTECTION AND REMOVAL AFTER ACCIDENT**

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Insurers will subject to the Limits of Liability bear the reasonable cost of protection and removal to the nearest repairers.

#### **A 4. RADIO AND OTHER EQUIPMENT**

The indemnity provided by this section of the policy for loss or damage to radios, compact discs or cassette players including component parts will be limited to the make and model originally supplied as standard equipment in the Motor Vehicle unless otherwise specified in this Policy.

#### **A 5. BREAKAGE OF GLASS IN WINDSCREENS OR WINDOWS**

The insurers will indemnify the Insured for the cost of reinstating any glass in the windscreen or in the windows of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle and that no more than two payments are made per policy period) up to an amount not exceeding \$750 per claim and any payment made hereunder shall be deemed not to be a claim for the purposes of the No Claim Discount Clause. No excess is applicable to this sub section.

## **A 6. REPLACEMENT PARTS**

In the event of loss or damage to the Motor Vehicle or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the Bahamas or in the event of the Insurers exercising the option under Section A1 to pay in cash the amount of the loss or damage the liability of the Insurers in respect of any such part shall be limited to:-

- (a) (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents in the Bahamas or
- (ii) if no such catalogue or price list exists the price list last obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the Bahamas and the amount of the relative import duty and
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The Insurers shall not be liable to pay for

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- (b) depreciation wear and tear mechanical or electrical breakdowns failures or breakages
- (c) damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time.
- (d) damage caused by overloading or strain



## **SECTION B – LIABILITY TO THIRD PARTIES**

For the purposes of this Section, the term ‘**Motor Vehicle**’ shall include any trailer or any one disabled mechanically propelled vehicle attached thereto.

### **Subsections**

#### **B 1. INDEMNITY TO THE INSURED**

The Insurers will subject to the Limits of Liability and the Jurisdiction Clause indemnify the Insured against all sums including claimant’s costs and expenses which the Insured shall become legally liable to pay in respect of

- (a) death or bodily injury to any person
- (b) damage to property  
where such death or injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle.

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The Insurers will subject to the Limits of Liability and the Jurisdiction Clause indemnify any Authorised Driver against all sums including claimant’s costs and expenses which such Authorised Driver shall become legally liable to pay in respect of

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where such death or injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle.

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In the event of the death of any person entitled to indemnity under this Section the Insurers will in respect of the liability incurred by such person indemnify his legal personal representatives in the terms and subject to the Limitations which applied to such person.

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The Insurers shall not be liable

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  - (ii) if such person is entitled to indemnity under any other policy
- (b) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section except so far as is necessary to meet the requirements of the Legislation
- (c) in respect of death or bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom
- (d) in respect of damage to property being conveyed by the Motor Vehicle or to property belonging to or held in trust by or in the custody or control of
  - (i) the Insured or
  - (ii) any person claiming to be indemnified under subsection B2 or
  - (iii) a member of the same household as the Insured or of the same household as any person claiming to be indemnified under subsection B2
- (e) in respect of damage to aircraft or, except as may be required by the Laws of the Commonwealth of the Bahamas, bodily injury to persons in, boarding or alighting therefrom caused by any Motor Vehicle

- (f) in respect of damage by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle to any bridge weighbridge viaduct road or anything beneath
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If the Insurers are obliged by the Laws of the Commonwealth of the Bahamas to pay an amount for which the Insurers would not otherwise be liable under this Policy the insured shall repay the amount to the Insurers.

**LIMITS OF LIABILITY**

Limit of the amount of the Insurers' Liability under	
Section A 3 (Protection and Removal) .....	\$150
Section B 1(a) and 2(a) (Liability to Third Parties – Death or Bodily Injury)	
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(i) In respect of Death of or Bodily Injury to any person .....	\$125,000
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In respect of any one claim or series of claims arising out of one event .....	\$250,000

**NO CLAIM DISCOUNT**

1. In the event of no claim being made or arising under this Policy during a Period of Insurance immediately preceding the renewal of this Policy the renewal premium shall be reduced in accordance with the scale prevailing at the renewal date.
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  - (b) whilst on the insured's order or with his permission or to his knowledge any Motor Vehicle in respect of which indemnity is provided by this Policy is
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    - (iii) being driven by an Authorised Driver who is under the influence of intoxicating liquor or drugs
3. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with
  - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power
  - (b) strike riot civil commotion
  - (c) detention seizure confiscation or any attempt thereat
  - (d) 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.

## GENERAL EXCEPTIONS APPLYING TO THE WHOLE POLICY – CONT'D

4. any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement
5. any sum which any person claiming to be indemnified would have been entitled to recover from any party but for an agreement between such persons and such party
6. (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
or  
(b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission
7. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
8. loss, damage, cost claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
  - (a) the calculation, comparison, differentiation sequencing or processing of data involving the date to the year 2000, or any other date change including leap year calculations, by any computer system hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
  - (b) 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. This exception applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage or injury, cost claim, or expense.
9. losses arising, directly or indirectly, out of
  - (i) loss of, alteration of, damage to  
or
  - (ii) 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, unless arising out of one or more of the specified events insured by the Policy.

## **GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY**

### **1. 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.

### **2. INSURED'S DUTY**

The due observance and fulfillment 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 or any person claiming to be indemnified 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.

### **3. WRITTEN NOTICE**

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

### **4. CARE OF MOTOR VEHICLE**

The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Insurers shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle is driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

### **5. NOTIFICATION OF ACCIDENTS**

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. 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 or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Insurers in securing the conviction of the offender.

### **6. CLAIMS PROCEDURE**

No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified 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 or such person the defence or settlement of 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 and such person shall give all such information and assistance as the Insurers may require.

## **GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY - CONT'D**

### **7. PAYMENT OF LIMITS OF LIABILITY**

At any time after the happening of any event giving rise to a claim or series of claims under Subsection B 1(b) and Subsection B 2(b) the Insurers may pay the amount of indemnity claimed within the limitations

## **GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY - CONT'D**

and conditions of this Policy upon deduction of any sum already paid or any less amount for which any claim or claims arising out of one event can be settled, and then relinquish the conduct and control thereof and be under no further liability in respect thereof.

### **8. OTHER INSURANCE**

If at the time any claim arises under this policy there is any other insurance covering the same loss damage or liability the Insurers shall not be liable to pay or contribute more than their rateable proportion of any loss damage compensation costs or expenses. Provided always that nothing in this Condition shall impose on the Insurers any liability from which but for this Condition they would have been relieved under Exception (a) (ii) of Section B of this Policy.

### **9. CANCELLATION**

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 and current Certificate(s) of Insurance 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 thirty days' notice in writing by personal service or by registered post which notice shall be accompanied by a refund to the Insured of the excess of paid premium over and above the pro rata premium for the time the Policy has been in force.

### **10. 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.

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