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## PRIVATE MOTOR INSURANCE

Please read this Policy carefully and  
see that it meets your requirements

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RoyalStar Assurance Ltd.  
P. O. Box N-4391      P. O. Box F-42673  
Nassau, Bahamas      Freeport, Grand Bahama

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Issued by:    Abaco Insurance Agency Ltd.

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Do not wait until you have a claim to make sure you understand your Policy – please read it now and keep it in a safe place.

In particular, make sure that:-

- all the details in the Schedule are correct (let us know immediately if any change is necessary).
- you understand the Section “Notes to Guide You in Making a Claim” at the back of the Policy.

If, having read this Policy, you feel it does not meet your needs, please return it to the address shown in the Schedule.

## GENERAL PROVISIONS

This Policy is evidence of the contract between You and the Company.

The Proposal and Declaration made by You, the Policy, the 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.

We will indemnify You in accordance with the Insurance specified in the effective Schedule in respect of occurrences in the Geographical Area during the Period of Insurance.

The effective Schedule specifies under Insurance Provided those sections or Subsections of the Policy which apply (subject to the Definitions, General Exceptions, the Conditions and any endorsement to the Policy).

This Policy is governed according to the Laws of the Geographical Area.

A handwritten signature in black ink, appearing to read "St. Wat". The signature is fluid and cursive, with a large initial "S" and a long horizontal stroke at the end.

Director and General Manager  
RoyalStar Assurance Ltd.

## DEFINITIONS

1. **We/Us/Our/The Insurer/The Company**  
RoyalStar Assurance Ltd.
2. **You/Your/The Policyholder/The Insured**  
The Person(s) named in the Schedule
3. **Schedule**  
Details of the Policyholder, the Insured Car, Insurance provided and Premium
4. **Certificate of Motor Insurance**  
Evidence of the existence of motor insurance as required by law
5. **Insured Car**  
Any motor vehicle specified under Motor Vehicle details in the Schedule
6. **Period of Insurance**  
The duration of this policy as shown in the Schedule
7. **Spouse**  
The person to whom You are legally married
8. **Current Market Value**  
The price for which a vehicle of a similar make and model and in the same condition and age can be bought in the Geographical Area on the day of the loss or damage
9. **The Geographical Area**  
As specified in the Schedule
10. **Licence**  
A Driver's Licence or other permit required under the Legislation or other Road Traffic laws or regulations applying within the Geographical Area
11. **Airside**  
Any piece of land used by aircraft, any airport, airfield, aerodrome premises (including the maneuvering areas and aprons and service roads directly associated therewith) other than those areas to which the public has free vehicular access
12. **Electronic Equipment**
  - (i) any computer or other equipment or system for processing or storing or retrieving data and shall include but shall not be limited to any computer hardware, firmware or software, media, microchip, integrated circuit or similar device
  - (ii) any in-car entertainment system

## **SECTION 1 - INSURANCE OF THE MOTOR VEHICLE**

**We will indemnify You against loss or damage:** to the Insured Car (and its accessories and spare parts while thereon) caused by accidental means.

We will pay for the costs of repairing or replacing damaged windshields or windows of the Insured Car.

### **Exclusions**

- . The Excess forming part of the Schedule.
- . Loss of use, depreciation, wear and tear, mechanical or electrical breakdown failure or breakage or any failure of any Electronic Equipment.
- . Malicious Damage or Theft caused by You or any person residing with the Insured or any person employed by the Insured in a domestic capacity.
- . Damage to tyres by application of brakes or by punctures, cuts or bursts.
- Loss of value following repair
- . Loss of or damage to the Insured Car caused directly or indirectly by deception.
- . Loss of or damage to cellular or radio telephones transceivers CB or VHF radios or ancillary equipment.

Any amount exceeding \$800 in the policy period.

### **Comprehensive No Claim Discount**

In the event of no claim being made or arising under this Policy during a Period of Insurance specified below immediately preceding the renewal of this Policy the gross premium shall be reduced as follows:

<b>PERIOD</b>	<b>REDUCTION</b>
The preceding year	30%
The preceding two consecutive years	40%
The preceding three consecutive years	50%
The preceding four consecutive years	60%
The preceding five consecutive years	65%

If a single claim is made or arises during any Period of Insurance for which the premium has been reduced by a No Claim Discount of 50% 60% or 65%, the following scale of reduction shall be applied from the next renewal:

50% discount at the last renewal on the above scale - 30% at next renewal

60% discount at the last renewal on the above scale - 40% at next renewal

65% discount at the last renewal on the above scale - 50% at next renewal

If the Company shall consent to a transfer of interest in this Policy No Claim Discounts accrued cannot be transferred to another person.

If more than one motor vehicle is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such motor vehicle.

## Claims Settlement

### 1. GENERAL

At Our own option, We may pay in cash the amount of the loss or damage or We may repair reinstate or replace the Insured Car or any part thereof or its accessories or spare parts. Our liability is limited to the price quoted for equivalent replacement part(s) listed in the parts catalogue issued by the original manufacturers of the Insured Car or the price list used by a franchised dealership either in the Geographical Area or in the United States of America together with the reasonable costs of fitting those parts.

If We agree that the Insured Car is not repairable Our liability shall be limited to the current market value of the Insured Car at the time of the loss or damage.

If within twelve months of its purchase as new by You, the Insured Car is lost by theft and not recovered, or damaged to an extent greater than 70% of its current new list price including taxes, We may at Our option, in lieu of making a monetary payment and subject to the consent of the Policyholder and that of any other interested party known to Us, replace the Insured Car with a new car of the same make, model and specification if immediately available in the Geographical Area. In such event, We shall become entitled to possession and ownership of the lost or damaged car.

### 2. PAYMENT FOLLOWING THEFT

We may at Our option postpone payment in respect of any claim for the total loss of the Insured Car by theft until a period of thirty days has elapsed since the date of such theft.

### 3. PROTECTION AND REMOVAL AFTER AN ACCIDENT

If the Insured Car is disabled by reason of damage insured under this Policy, We will indemnify You for the reasonable cost of protection and removal to the nearest competent repairer. We may require You to place the Insured Car in a safe place of storage designated by Us pending its repair or disposal.

### 4. IN-CAR ENTERTAINMENT SYSTEMS

Our liability for loss of or damage to in-car entertainment systems will be limited to the make and model originally supplied as standard equipment in the Insured Car unless otherwise specified in the Schedule.

## **SECTION 2: LIABILITY TO THIRD PARTIES**

### **We will indemnify:**

- a) You
- b) Any person entitled to drive as defined by the Certificate of Motor Insurance who is driving the Insured Car with Your permission.
- c) Any passenger whilst in the Insured Car or getting into or out of it
- d) The legal personal representative of any deceased person covered under this Section in respect of liability incurred by such person.

### **against legal liability for:**

- 1 Death of or bodily injury to any person
  
- 2 Death of or bodily injury to any one passenger whilst such passenger is being carried in or upon entering or getting into or alighting from the Insured Car
  
- 3 Damage to property arising from an accident involving;
  - a) the Insured Car or the loading or unloading of the Insured Car
  - b) the driving by You of a motor car not belonging to or hired (under a lease purchase agreement or otherwise) by You or Your employer provided You are entitled by the current Certificate of Motor Insurance to drive such motor car
  - c) any trailer or disabled mechanically propelled vehicle whilst being towed as allowed by law except when it is being towed for reward.

### **Exclusions**

Indemnity to anyone entitled to indemnity under any other policy.

- 1 Death or bodily injury to a passenger carried in the Insured Car unless that passenger is a passenger who is being lawfully carried by reason of or in pursuance of a contract of employment but only if they are being conveyed in a properly constructed and secure seat.
  
- 2 . Any amount exceeding \$125,000 per passenger.  
. Any amount exceeding \$500,000 arising out of any one event or occurrence  
. Death or bodily injury to any person not being conveyed in a properly constructed and secured seat.  
. Any passenger who is being lawfully carried by reason of or in pursuance of a contract of employment.
  
- 3 . Any amount exceeding \$150,000 arising out of any one event or occurrence  
. Damage to the Insured Car or any other property belonging to or held in trust by or in the custody or control of You or any person claiming to be indemnified, or a member of the same household or the same household as any person claiming to be indemnified under Section I.

In the event of an accident involving indemnity under this section to more than one person the limit of liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Policyholder.

### **Third Party No Claim Discount**

In the event of no claim being made or arising under this Policy during a Period of Insurance specified below immediately preceding the renewal of this Policy the gross premium shall be reduced as follows:

<b>PERIOD</b>	<b>REDUCTION</b>
The preceding year	10%
The preceding two consecutive years	15%
The preceding three or more consecutive years	20%

If the Company shall consent to a transfer of interest in this Policy No Claim Discounts accrued cannot be transferred to another person.

If more than one motor vehicle is described in the Schedule the No Claim Discount shall be applied as if a separate policy had been issued in respect of each such motor vehicle.

### **Costs and Expenses**

In the event of an accident which may be the subject of indemnity under this section We will pay at Our discretion:

- a) The attorney's fees for representation at any Coroners inquest or fatal accident enquiry in respect of any death
- b) The attorney's fees for defending any proceedings in any Court of Summary Jurisdiction.
- c) The costs of legal services for Defense in the event of proceedings being taken for manslaughter or causing death by reckless driving
- d) Claimants costs and expenses
- e) All other costs and expenses incurred with Our written consent.

### **SECTION 3: MOTOR VEHICLE IN CUSTODY OF MOTOR TRADER**

Notwithstanding General Exceptions 1, 2(a), 2(b) and 2(c), the indemnity provided by this Policy shall be operative but only so far as it relates to the Insured whilst the Insured Car is in the custody or control of a duly licenced member of the Motor Trade for the purpose of overhaul upkeep or repair.

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

We will not be liable in respect of:

1. any claim arising while any Insured Car in connection with which indemnity is or would otherwise be provided under this Policy is being:
  - (a) Driven by a person other than You or who is not an Authorised Driver entitled to drive as stated in the effective Certificate of Insurance.
  - (b) Driven by a person who does not hold a current license to drive the Insured Car unless such person has held and is not disqualified from holding or obtaining such a license.

- (c) Used Airside
- 2. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- 3. (a) loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or
  - (b) any legal liability of whatsoever nature

directly, or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- 4. 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, except so far as is necessary to meet the requirements of the Legislation.
- 5. any accident injury loss or damage (except so far as is necessary to meet the requirements of the Legislation) arising during or in consequence of strike, riot, civil commotion, detention, seizure, confiscation, or any attempt thereat.
- 6. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss notwithstanding any provision to the contrary within this insurance or any endorsement thereto. Any 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 is also excluded.

For the purpose of this exclusion 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 organisation(s) or government(s), which from its nature or context is done for or in connection with 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.

- 7. contamination or pollution by any Insured Car unless caused by a sudden and unexpected incident except so far as is necessary to meet the requirements of the Legislation.
- 8. used for any purpose not permitted by the Certificate of Motor Insurance.

## **GENERAL CONDITIONS WHICH APPLY TO THE WHOLE POLICY**

### **1. ACCIDENTS**

- (a) Details of any accident loss or damage and all subsequent developments must be reported to us within five days of the occurrence of the accident loss or damage.
- (b) Notice of any prosecution, inquest, fatal enquiry and any writ summons or process must be forwarded to Us immediately upon receipt.
- (c) In case of theft or any other criminal act which may give rise to a claim under the Policy the Policyholder must give immediate notice to the Police and co-operate with Us in securing the conviction of the offender.



## **2. CLAIMS PROCEDURE**

- (a) Except with Our written consent, no person shall make any offer promise or payment on behalf of You or Us or anyone claiming indemnity under the policy.
- (b) We shall have full discretion in conducting Your defense or settlement of any claim and in prosecuting in Your name any claim for indemnity or damages.
- (c) You shall give such information and assistance as We may require.

## **3. CANCELLATION**

You may cancel this Policy at any time. If you cancel the policy you may be entitled to a pro-rata refund of premium provided that no claim has been made during the current Period of Insurance.

We may cancel this Policy by giving you thirty (30) days' notice at your last known address. If we cancel the Policy we will refund the premium paid for the remainder of the current Period of Insurance.

The surrender of the current Certificate of Motor Insurance to Us shall be a condition precedent to any return of the premium.

## **4. OTHER INSURANCES**

If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage compensation costs or

## **5. CARE OF THE INSURED CAR**

You and any other person having charge of the Insured Car shall take all reasonable steps to safeguard the Insured Car from loss or damage and maintain it in an efficient and roadworthy condition. We shall have at all times free and full access to examine the Insured Car.

## **6. POLICYHOLDER'S DUTY**

Our liability will be conditional on

- a) Your compliance (and that of any other person entitled to indemnity) with the obligations imposed on You by this Policy
- b) Your immediate notification to Us of any alteration in the risk which materially affects this Insurance.

## **7. JURISDICTION**

No compensation for damages will be payable unless judgments are delivered by or obtained from a court of competent jurisdiction within the Geographical Area, nor for judgments or orders obtained within the Geographical Area for the enforcement of a judgment obtained elsewhere.

No compensation for costs and expenses of litigation recovered by any Claimant from the Insured shall be payable by the Company which are not incurred in and recoverable within the Geographical Area.

**8. LAWS RELATING TO COMPULSORY MOTOR INSURANCE**

If We are obliged by the law of any country to make a payment for which We would not otherwise be liable under the Policy we reserve the right to recover that amount from You.

**9. PAYMENT OF THE INDEMNITY**

We may at any time pay the amount of the indemnity claimed within the limitations and conditions of this Policy upon deduction of any sum or sums already paid or less any amount for which any claim or claims arising out of one occurrence can be settled, and then relinquish the conduct and control thereof and be under no further liability in respect thereof.