

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 commercial vehicle 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.

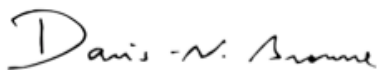
If during the course of the Insurance **Your** circumstances change, **You** must notify **Us** immediately so that **We** can ensure that the cover **We** are providing is adequate.

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

- Home Insurance
- Business 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 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: 434-8480

Sun General Insurance
Bernmar Corporation, Sunset Crest,
St. James, Barbados

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Sun General Insurance
Carlisle House, Bridgetown
St. Micheal, Barbados

Head Office: Sun General Insurance
CWTS Complex, Lower Estate
St. George, Barbados

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SECTION 1 - DEFINITIONS

The following words and expressions will have the meaning stated below wherever they appear in bold and capitalised throughout **Your Policy**:

Accessory / Accessories

Parts or products specifically designed to be fitted to **Your Motor Vehicle**. **We** may treat some Accessories as **Modifications**, so please tell **Us** about any alterations to **Your Motor Vehicle**.

Accidental Damage

Damage caused by violent and external means.

Certificate

Your current valid Certificate of Motor Insurance which has the current details of the insured **Motor Vehicle**. The **Certificate**, not the **Policy**, is the document which **You** may be required to produce to the police as evidence of insurance.

Comprehensive

Insurance is provided by all Sections of this **Policy**.

Data

Representations of information or concepts, in any form.

Endorsement

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

Employee

- any person under a contract of service or apprenticeship with the **Insured** or
- any person supplied to or hired or borrowed by the **Insured** while engaged in the course of the **Business**.

Excess

The amount **You** must pay towards any claim.

Flood

Flood is a sudden, general and temporary condition where **Your Motor Vehicle** is inundated by water or mudflow.

Geographical Area

The Country as listed on **Your Schedule**.

Limit of Liability / Sum Insured

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**.

Main Driver

The first person listed on the **Schedule** under Insured Name(s).

Market Value

The cost of replacing **Your Motor Vehicle** with another of the same make and model and of a similar age and condition at the time of the accident or loss.



your commercial vehicle insurance policy

Modifications

Any changes to **Your Motor Vehicle's** standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of **Your Motor Vehicle** (including wheels, suspension, bodywork and engine) and include changes made to **Your Motor Vehicle** by the previous owner(s).

Motor Vehicle(s)

Any vehicle described under Vehicle(s) covered in the **Schedule** of this **Policy**.

Named Driver

The person(s) listed on the **Schedule** under Insured Name(s).

Period of Insurance

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

Policy

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

Road Traffic Act

Any Acts, laws or regulations, which govern the driving or use of any **Motor Vehicle** in the **Geographical Area**.

Schedule

The document that identifies **You** and sets out details of the cover **Your Policy** provides.

Terms

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

Third Party

Insurance is provided under Section 3 of this **Policy**.

Third Party Fire and Theft

Insurance is provided under Section 2.1 A. 3. and Section 3 of this **Policy**.

Undeclared Driver

Any person that **You** give permission to drive **Your Motor Vehicle** but who is not listed on **Your Schedule** under Insured Name(s).

We, Us, Our, Insurer, Company

Sun General Insurance Inc.

You, Your, Insured

The person shown as the **Insured** in the **Schedule** of this **Policy**. If there is more than one person named in the **Schedule** as the **Insured** this cover applies both jointly and individually.

In consideration of the **Insured** named in the **Schedule** attached hereto having applied to the **Company** for this insurance by a 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** shall in the event of loss damage liability or injury arising during the **Period of Insurance** stated in the **Schedule** or any subsequent period in respect of which the **Insured** shall pay to the **Company** and it shall accept the premium required for the renewal of this insurance by payment or at its option by repair reinstatement or replacement provide indemnity or compensation as described in the following pages.

This **Policy** shall not be in force unless the **Schedule** has been countersigned by a person authorised by the **Company**.

SECTION 2 - DAMAGE TO YOUR MOTOR VEHICLE

2.1 What is Covered

A. The **Company** will indemnify the **Insured** against loss of or damage to the **Motor Vehicle** and its **Accessories** and spare parts whilst thereon for the

following:

1. Accidental Damage

2. Perils

If **Your Motor Vehicle** is damaged by:

- Flood**, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature.
- Riot, Strike, and Civil Commotion

3. Fire & Theft

If **Your Motor Vehicle** is lost or damaged as a result of theft, attempted theft, fire, lightning or explosion.

At its own option the **Company** 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 **Company** shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the **Company's** liability shall be limited to the reasonable **Market Value** of the **Motor Vehicle** at the time of the loss or damage less any applicable **Excess** but not exceeding the **Insured's Sum Insured** as stated in the **Schedule**.

B. Protection and Removal

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

We will not pay more than the **Limit of Liability** as stated on **Your Schedule**.

C. Windscreen Damage

We will pay to:

- replace or repair broken glass in the windscreen, sunroof or windows of **Your Motor Vehicle**, and repair any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage to **Your Motor Vehicle**; or
- replace the roof and rear windscreen assembly together if **Your Motor Vehicle** is fitted with a folding roof and it is more cost effective than replacing the glass alone.

Claims under this section will not affect **Your** No Claim Discount.

We will not pay more than the **Limit of Liability** as stated on **Your Schedule**.

2.2 Section 2 Conditions

1. Mortgage Clause

It is hereby declared and agreed that when loss or damage to the **Motor Vehicle(s)** is/are not repaired, or the loss or damaged parts are not replaced or the property not reinstated, the **Company** shall, if legally liable, pay the Mortgagees or Assignees and the **Insured**, the extent of their interest in the subject **Policy**.

Provided that as between the **Company** and the Mortgagor or Owner of the **Motor Vehicle** insured nothing contained in this clause shall in anyway constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the **Company** may have against the Mortgagor or Owner of the **Motor Vehicle** insured, either by or under this **Policy** or by law and such rights and obligations shall as between the **Company** and the Mortgagor or Owner of the **Motor Vehicle** insured remain in full force and effect.

The **Company** reserves the right to cancel this **Policy** at any time as provided by the **Terms** hereof, but in such case this **Policy** shall continue in force for the benefit only of the Mortgagees or said Assignees for ten (10) days after the date of such notice to the Mortgagees or said Assignees of such cancellation, and shall cease, and the **Company** shall have the right on like notice to cancel this agreement.

2. 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 **Geographical Area** in which the **Motor Vehicle** is held for repair or in the event of the **Company** exercising the option to pay in cash the amount of the loss or damage the liability of the **Company** in respect of any such part shall be limited to:-

- a. i. the price quoted in the latest catalogue or price list issued by Manufacturer or his Agents in the **Geographical Area**.
- ii. if no such catalogue or price list exists the price last obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the **Geographical Area** and the amount of the relative governmental charges
- b. the reasonable cost of fitting such part.

The **Company** shall however not be responsible for accessing parts, spares or **Accessories** not readily available or accessible for any **Motor Vehicle** insured hereunder.

3. Repairs

You can arrange for reasonable and necessary repairs to be carried out by a repairer of **Your** choice. However, **We** must approve the detailed repair estimate before the work begins.

4. Total Loss

If **Your Motor Vehicle** is rendered as a Total Loss and **We** agree to settle **Your** claim on that basis, **You** still owe the full yearly premium as **We** would have met all of **Our** responsibilities to **You** under the **Policy**. Once **We** settle **Your** claim, **Your Motor Vehicle** will become **Our** property and **You** must send **Us** the **Certificate**. All cover will then end unless **We** agree differently.

2.3 Section 2 Exclusions

The **Insurer** shall not be liable in respect of:

1. the **Excess** forming part of the **Policy**
2. consequential loss of any kind including loss of use or other indirect loss such as travel costs or loss of earnings or losses which occur because you cannot use **Your Motor Vehicle**.
3. depreciation wear and tear mechanical or electrical breakdowns failures or breakages.
4. damage to tyres unless damage is caused to other parts of the **Motor Vehicle** at the same time.
5. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
6. the cost of repairing pre-existing damage.
7. the cost of fixing faulty repairs, which were done before the **Policy** was effected, or at any other time (except those agreed to by the **Insurer** in relation to a claim).
8. loss or damage to the **Motor Vehicle(s)** intentionally caused by the **Insured**, anyone insured under this **Policy** or by any person acting with **Your** express or implied consent.
9. loss or damage caused if a person(s) lawfully seizes the **Insured Motor Vehicle(s)**.
10. loss or damage to the **Motor Vehicle(s)** that results from it being driven in an unsafe condition.
Provided however that this Exclusion shall not apply where the **Insured** can show that they reasonably had no knowledge that the **Motor Vehicle** was being driven in an unsafe condition.
11. loss or damage occurring whilst the **Motor Vehicle(s)** were loaded above the legal limit or in an illegal manner.
12. loss or damage occurring whilst the **Motor Vehicle** was being used for an illegal purpose.
13. loss or damage occurring whilst the **Motor Vehicle(s)** were being used to carry explosive or flammable or combustible liquids or substances illegally.
14. loss or damage caused directly by the **Insured's** failure to keep the **Motor Vehicle(s)** free from mechanical or other defects that would render them unsafe or due to unrepaired damage. Provided however that this Exclusion shall not apply where the **Insured** can reasonably show that they had no prior knowledge of such mechanical or other defects or unrepaired damage.
15. The **Insurer** shall not be liable to indemnify the **Insured** where the **Insured** and/or any other person acting on the **Insured's** behalf modifies the **Motor Vehicle(s)** from the manufacturer's specifications.
Provided however that this Exclusion shall not apply if:
 - a. the **Insured** makes a full disclosure of such **Modifications** and
 - b. the **Insurer** agrees and the **Insured** pays such additional premium as the **Company** might require.

16. goods, tools of trade or samples connected with **Your** work or business or any other trade, or any container of these.
17. loss or damage caused directly or indirectly by fire if **Your Motor Vehicle** is equipped for the cooking or heating of food or drink.
18. any reduction in the **Market Value** of **Your Motor Vehicle** as a result of it being repaired.
19. loss or damage to the **Motor Vehicle(s)** resulting from the **Insured's** failure to secure the vehicle(s) after they broke down and/or after they sustained **Accidental Damage** and/or after they were stolen and subsequently found.

SECTION 3 - LIABILITY TO THIRD PARTIES

3.1 What is Covered

A. Cover to You

The **Company** 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:

1. death of or bodily injury to any person
2. damage to property

B. Cover for Other People

We will also provide the cover under Sub-section A. for:

1. **Undeclared Drivers**
2. any passengers who are travelling in **Your Motor Vehicle**;
3. anyone who is in or getting into or out of **Your Motor Vehicle**;
4. the employer or business partner of **Insured**.

C. Legal Representative

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

D. Indemnity to More than One Person

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 **Insured**.

E. Costs and Expenses

1. The **Company** may at its own option:
 - a. arrange for representation at any inquest or fatal inquiry in respect of any death which may be of 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.
2. The **Company** will pay all costs and expenses incurred with its consent.

F. Emergency Medical Treatment

If any person pays in accordance with the Legislation for Emergency Treatment for injury caused by or arising out of the use of a **Motor Vehicle** in respect of which indemnity is provided by this **Policy** such person will be reimbursed by the **Insurer**.

3.2 What is not Covered

The **Company** shall not be liable:

1. under sub-section 3.1 B and C. to indemnify any person:
 - a. unless such person shall observe fulfil and be subject to the **Terms** of this **Policy** in so far as they can apply.
 - b. if such person is entitled to indemnity under any other policy.
2. 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.
3. 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 taking away of the load from the **Motor Vehicle** after unloading therefrom.
4. 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:
- the **Insured** or
 - any person claiming to be indemnified under sub-section 3.1 B or
 - a member of the same household as the **Insured** or of the same household as any person claiming to be indemnified under sub-section 3.1 B.
5. 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.
6. 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**.

SECTION 4 - GENERAL EXCLUSIONS

4.1 Accidental or Consequential Loss

Any accidental loss or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss.

4.2 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.

4.3 Agreements

This **Policy** does not cover any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

4.4 Airport Premises

The **Company** shall not be liable for any **Third Party** Liability in respect of **Motor Vehicles** on airport premises except in areas to which the Public has free vehicular access.

4.5 Asbestos

It is hereby understood and agreed that this contract 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.

4.6 Contractual Liability

This **Policy** does not cover any sum which any person claiming to be indemnified would have been entitled to recover from any party but for an agreement between such person and such party.

4.7 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:

- 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.

4.8 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.

4.9 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:
- 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.
 - 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.

4.10 Excluded Perils

This **Policy** does not cover 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:

- 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
- detention seizure confiscation or any attempt thereat
- any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel for the purposes of this exclusion combustion shall include any self-sustaining process of nuclear fission.
- Any accident loss damage or liability directly caused by or contributed to by or arising from nuclear weapons material.

4.11 Excluded Uses

The **Company** shall not be liable in respect of:

- Any accident loss damage or liability caused sustained or incurred:
 - outside the **Geographical Area**
 - whilst on the **Insured's** order or with his permission or to his knowledge the **Motor Vehicle** is:
 - being used otherwise than in accordance with the Limitations as to Use.
 - being driven by any person other than an authorised driver or is for the purpose of being driven by him in the charge of such person.

4.12 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 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. 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.

4.13 Infectious Disease

It is hereby understood and agreed notwithstanding anything contained to the contrary in or on the within **Policy** that the cover hereunder does not extend to include injury, sickness or death of an insured person arising directly or indirectly from, caused by, happening through, in consequence of or in any way attributable to Infectious Disease, Avian Flu or from any disease that has been declared as an epidemic by the World Health Organization.

If the **Insurer** alleges that by virtue of this exclusion any claim is not covered by this **Policy** then the burden of proving otherwise shall rest with the **Insured**.

4.14 Information Technology Hazards Clarification Clause

Losses arising, directly or indirectly, out of:

1. loss of, alteration of, or damage to or
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:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, **Flood**, freeze or weight of snow.

4.15 Noise Pollution

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this insurance does not apply to injury or property damage arising out of any form of noise pollution however caused.

It is further agreed and understood that this insurance does not apply to any loss demand claim suit or cost arising out of or caused by noise pollution.

4.16 Terrorism Clause

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.

4.17 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 TSE)
 - 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:

4. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
5. 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.

SECTION 5 - GENERAL CONDITIONS

5.1 Avoidance of Certain Terms and Right of Recovery

If the **Insurer** is obliged by law within the **Geographical Area** to pay an amount for which the **Insurer** would not otherwise be liable under this **Policy** the **Insured** shall repay the amount to the **Insurer**.

5.2 Jurisdiction Clause

The indemnity under Section 3 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 **Geographical Area** defined in the attached **Schedule**.

5.3 Notice to the Insured

No alteration in the **Terms** of this insurance nor any **Endorsement** hereon will be held valid unless the same is recognised and initialed by a duly authorised **Employee** of the **Company**.

5.4 Road Worthiness

It is warranted that the **Insured** shall at all times maintain the **Motor Vehicle(s)** in a roadworthy and mechanically efficient condition.

5.5 Cancellation by Us

We have the right to cancel this **Policy** by giving **You** seven (7) days notice in writing by registered mail 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. Within seven (7) days from the effective date of cancellation, **Your Certificate** must be returned to **Our** offices in the **Geographical Area** or if it has been lost or destroyed a sworn affidavit signed by a Justice of the Peace in the **Geographical Area** must be submitted.

5.6 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:

Time Policy in Force	Amount of Premium Refunded
1 – 30 days	80% of Premium
31 – 60 days	70% of Premium
61 – 90 days	60% of Premium
91 – 120 days	50% of Premium
121 – 150 days	40% of Premium
151 – 180 days	30% of Premium
181 – 240 days	20% of Premium
241 days or more	No refund given

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. Under the **Road Traffic Act** it is an offence not to surrender to **Us** the **Certificate** within seven (7) days of the cancellation date.

5.7 Cancellation on Renewal

1. If **You** cancel before the new **Period of Insurance** (renewal) is due to start, **We** will return any premium paid in respect of the renewal in full.
2. If **You** cancel after the renewal has commenced, **We** will return premium to **You** as per the cancellation table above. However, 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. Please note under the **Road Traffic Act** it is an offence not to surrender the **Certificate** within seven (7) days of the cancellation date.

5.8 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.

5.9 Insured's Duty

The due observance of fulfilment of the **Terms** of this **Policy** in so far as they relate to anything to be done and 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 **Company** to make any payment under this **Policy**.

5.10 Written Notice

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

5.11 Other Insurances

If at the time any claim arises under this **Policy** there is any other insurance covering the same loss damage or liability the **Company** shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs and expenses. Provided always that nothing in this Condition shall impose on the **Company** any liability which but for this Condition it would have been relieved under Section 3.2 1. b. of this **Policy**.

5.12 Arbitration

If any difference shall arise as to the amount to be paid under this **Policy** (liability being otherwise admitted) such difference 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 the case the Arbitrators do not agree on an Umpire appointed in writing by the Arbitrators before entering upon the reference 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 **Company**. If the **Company** shall disclaim liability for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5.13 Seventy-two (72) Hours

For the purpose of this **Policy**, all loss or damage arising from the following:

1. hurricane, windstorm, rainstorm, hailstorm or other weather or climate conditions
2. **Flood**
3. earthquake, seaquake, tidal wave and volcanic eruption
4. riot strikes, civil commotion, vandalism, malicious damage within the limits of any city town or village and no individual loss from whatever peril which occurs outside of these periods or areas shall be included in that loss occurrence event and that only thereafter shall the clause apply afresh

shall be considered to be one claim event until there have been seventy-two (72) consecutive hours' freedom from the loss or event as listed above. Any subsequent loss or damage arising after the seventy-two (72) consecutive hour period has passed will be considered a separate claim.

5.14 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 **Company** 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** be 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**.

5.15 Payments of Limits of Liability

At any time after the happening of any event giving rise to a claim or series of claims under Section 3.1 A. 2. of this **Policy** the **Company** may pay to the **Insured** or any person claiming to be indemnified the full amount of the **Company's** liability under Section 3.1 A. 2. and relinquish the conduct of any defence settlement or proceedings and the **Company** shall not be responsible for any damage alleged to have been caused to the **Insured** or such person in consequence of any alleged action or omission of the **Company** in connection with such defence settlement or proceedings or of the **Company** relinquishing such conduct nor shall the **Company** be liable for any costs or expenses whatsoever incurred by the **Insured** or such person or by any claimant or other person after the **Company** shall have relinquished such conduct.

SECTION 6 – WHAT TO DO IN THE EVENT OF A CLAIM

6.1 Claims Procedure – Our Rights and Your Obligations

1. **You** must not admit liability for or negotiate to settle any claim without **Our** written permission.
2. **We** are entitled to:
 - a. take over and carry out the negotiation, defence or settlement of any claim in **Your** name, or in the name of any other person covered by this **Policy**;
 - b. take proceedings in **Your** name, or in the name of any other person covered by this **Policy**, to get back any money **We** have paid under this **Policy**.
3. **You** must give **Us** any information and help **We** need.

6.2 Notification of Accident or Event

In the event of any occurrence which may give rise to a claim under this **Policy**, **You** or **Your** personal representative:

1. shall give immediate notice to **Us**.
2. if there has been theft or any attempted theft, shall give immediate notice to the police.
3. shall, for any claim arising under Section 3, send to **Us** any letter, writ, summons or other legal process issued or commenced against **You** and shall give all necessary information and assistance to enable **Us** to settle or resist any claim or to institute proceedings.
4. immediately notify **Us** if **You** or anyone claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with such occurrence.

5. shall not incur any expense in making good any loss or damage without **Our** written consent and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.
6. shall give **Us** all such information as **We** may reasonably require.

6.3 Reporting a Claim

1. On the happening of any loss or damage **You** shall give notice to **Us** within thirty (30) days after the loss or damage, or such further time as **We** may in writing allow in that behalf, deliver to **Us**:
 - a. a claim in writing for the loss and damage which contains an account, as reasonably practicable as possible, of all the several articles or items of property lost, damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of loss or damage, not including profit of any kind.
 - b. particulars of all other insurances, if any.

You shall also at all times at **Your** own expense produce, procure and give to **Us** all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of **Our** liability as may be reasonably required by or on behalf of **Us** together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

6.4 Fraudulent Claim Condition

If the claim:

1. be in any respect fraudulent, or
2. if any false declaration be made or used in support thereof, or
3. if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy**; or
4. if the loss or damage be occasioned by the wilful act or with **Your** connivance; or
5. if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or in case of an arbitration taking place in pursuance of the Arbitration Condition of this **Policy** within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award;

all benefit under this **Policy** shall be forfeited. No claim under this **Policy** shall be payable unless the **Terms** of this condition have been complied with.