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.
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
Carlisle House, Bridgetown
St. Micheal, Barbados

Policy Version: 1.0
Last revised April 2014

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

Head Office: Sun General Insurance
CWTS Complex, Lower Estate
St. George, Barbados
your commercial vehicle insurance policy

CONTENTS

SECTION 1 - DEFINITIONS

SECTION 2 - DAMAGE TO YOUR MOTOR VEHICLE
  2.1 - WHAT IS COVERED
  2.2 - SECTION 2 CONDITIONS
  2.3 - SECTION 2 EXCLUSIONS

SECTION 3 - LIABILITY TO THIRD PARTIES
  3.1 - WHAT IS COVERED
  3.2 - WHAT IS NOT COVERED

SECTION 4 - GENERAL EXCLUSIONS
  4.1 - ACCIDENTAL OR CONSEQUENTIAL LOSS
  4.2 - ACQUIRED IMMUNE DEFICIENCY SYNDROME
  4.3 - AGREEMENT
  4.4 - AIRPORT PREMISES
  4.5 - ASBESTOS
  4.6 - CONTRACTUAL LIABILITY
  4.7 - DATA EXCLUSION CLAUSE
  4.8 - ELECTROMAGNETIC FIELDS
  4.9 - ELECTRONIC DATE RECOGNITION
  4.10 - EXCLUDED PERILS
  4.11 - EXCLUDED USES
  4.12 - GENETICALLY MODIFIED ORGANISMS
  4.13 - INFECTIOUS DISEASE
  4.14 - INFORMATION TECHNOLOGY HAZARDS CLARIFICATION CLAUSE
  4.15 - NOISE POLLUTION
  4.16 - TERRORISM CLAUSE
  4.17 - TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHIES

SECTION 5 - GENERAL CONDITIONS
  5.1 - AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY
  5.2 - JURISDICTION CLAUSE
  5.3 - NOTICE TO THE INSURED
  5.4 - ROAD WORTHINESS
  5.5 - CANCELLATION BY US
  5.6 - CANCELLATION BY YOU
  5.7 - CANCELLATION ON RENEWAL
  5.8 - INTERPRETATION
  5.9 - INSURED’S DUTY
  5.10 - WRITTEN NOTICE
  5.11 - OTHER INSURANCES
  5.12 - ARBITRATION

5.13 - SEVENTY-TWO (72) HOURS
5.14 - CARE OF MOTOR VEHICLE
5.15 - PAYMENTS OF LIMITS OF LIABILITY

SECTION 6 - WHAT TO DO IN THE EVENT OF A CLAIM
  6.1 - CLAIMS PROCEDURE - OUR RIGHTS AND YOUR OBLIGATIONS
  6.2 - NOTIFICATION OF ACCIDENT OR EVENT
  6.3 - REPORTING A CLAIM
  6.4 - FRAUDULENT CLAIM CONDITION

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
1. any person under a contract of service or apprenticeship with the Insured or
2. 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

following:
1. Accidental Damage
2. Perils
   If Your Motor Vehicle is damaged by:
   a. Flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature.
   b. Riot, Strike, and Civil Commotion
3. Fire & Theft
   If Your Motor Vehicle is lost or damaged as a result of theft, attempted theft, fire, lightening 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:
1. 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
2. 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 Mortgagors 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 Mortgagors or said Assignees for ten (10) days after the date of such notice to the Mortgagors 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.


b. 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 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 un repaired 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 un repaired 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 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
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:
1. a. Erasure, destruction, corruption, misappropriation of Data,
   b. erroneously creating, amending, entering, deleting or using Data,
      including any loss of use arising therefrom.
2. 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:
1. 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.
2. 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:
3. correctly recognize any date as its true calendar date
4. 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.
5. 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 or 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:

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. detention seizure confiscation or any attempt thereat

c. any liability of whatsoever nature directly or indirectly caused by or
d. 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.

d. 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:
1. Any accident loss damage or liability caused sustained or incurred:
   a. outside the Geographical Area
   b. whilst on the Insured’s order or with his permission or to his knowledge
      the Motor Vehicle is:
         i. being used otherwise than in accordance with the Limitations as to
            Use.
         ii. 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 persons 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:

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

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, seaquea, 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 otherperson 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. if the 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.