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

Questions?
Please call: 458-8800

Sun General Insurance Inc.
55 John Compton Highway,
P.O. Box CPS335, Castries, St. Lucia

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

Policy Version: 2.0
Last revised July 2013
Important Information:

1. BE A SAFE DRIVER

Please remember to fasten Your and Your passengers’ seatbelts at all times. Use baby and child seats for children. Seatbelts save lives.

2. MAINTAIN TYRE PRESSURE

Periodically check and make sure Your tyre pressure is correct. This can save You gas, make Your tyres last longer and maintain Your vehicle in good working order.

3. OBEY TRAFFIC LAWS

Don’t be in a rush to get there. Maintain the recommended speed and follow all road signs on Your route. Keep an eye on Your fellow drivers too!

4. KNOW YOUR VEHICLE

If it does not sound right, get it checked out! Don’t wait till it breaks down and puts You on the spot.

You must tell Us the following information before this Policy begins. If there is a claim and any of the following information is found to be inaccurate We may refuse to pay Your claim.

You must tell Us if You have:

- ever had insurance cancelled by an insurer. This includes a Policy declared null and void (as though it has never existed), a renewal declined by an insurer or a Policy cancelled by an insurer due to, but not restricted to, non-payment, fraud or misrepresentation;

- had any accidents, thefts or losses (whether a claim was reported or not and regardless of blame) in the last five years;

- had any motoring offences including Convictions, endorsements or criminal prosecutions pending in the last five years.

Changes to Your Insurance

You must tell Us if any of the following details change:

- You change Your Motor Vehicle;

- You modify Your Motor Vehicle (please see Condition 18.16 for further details);

- You change the use of Your Motor Vehicle (e.g. change from social domestic and pleasure to business use);

- if You, or anyone covered by this Policy change jobs, including part time.

Please contact Us with as much advance notice as possible if:

- You want to add another driver to Your Policy;

- You wish to increase Your cover (e.g. change from Third Party only to Comprehensive).

Any change during the Period of Insurance may result in an additional or return premium and may be subject to an administration fee.

Medical Conditions

You must tell Us about any condition that may affect Your ability to drive safely. If a Doctor asks You to stop driving immediately please follow this advice and contact Us.

This also applies to any Named Driver.
Customer Discounts

Sun General Insurance Inc. offers a range of discounts that are aimed at achieving one thing – bringing down the cost of Your insurance.

**No Claim Discount**
If no claim is made against Your Policy, Your renewal premium will be adjusted in accordance with Our No Claim Discount scale applicable at the renewal date. However, if a claim is made against Your Policy, We may reduce Your No Claim Discount.

**Named Driver No Claim Discount**
Whilst Your Named Driver remains claims free on Your Policy they will earn their own Named Driver No Claim Discount to use when they take out their own Motor Vehicle insurance Policy with Us.

Taking advantage of this deal couldn’t be easier. To transfer the Named Driver No Claim Discount the Named Driver needs to call Us and identify the Policy on which they have earned this discount by giving Your name, date of birth, postcode and either Your Policy number or vehicle registration.

The Named Driver No Claim Discount may be lower than the No Claim Discount available to You as the Main Driver and may not be recognised by other insurers.

**Multi-Motor Vehicle Discount**
If You have a Motor Vehicle insured with Us, We will give You a discount on the second and any subsequent Motor Vehicle insurance policies You take out with Us. You will need to identify the first Policy in order to obtain the discount.

**Home Insurance Discount**
We offer Our Motor Vehicle insurance customers a discount if they have a home insurance Policy with Us.

All discounts are subject to a minimum premium.

Had an accident? Don’t panic!

If You’re involved in an accident, it’s all too easy to forget what to do in the shock of it all. Here’s all You need to know.

**The law**
By law, You must stop if there is damage to any vehicle or property, or injury to any person, or certain animals, including dogs and horses. You must give Your name, address and insurance details to anyone with good reason to ask.

**How to help Us help You**
Make sure You get the names, addresses and phone numbers of any drivers, passengers or pedestrians involved, and details of any witnesses. By law, drivers must provide details of their insurance company and their Policy number.

A diagram of the accident scene is often helpful. Try to draw one as soon as possible after the accident – show vehicles, the road layout, other relevant features and the positions of any witnesses. Gathering this information may help ensure that information about the incident is correct and may prevent inaccurate or exaggerated claims from third parties later on.

Do not admit blame or liability for an accident or offer to pay for any damage.

Please tell Us if any other person admits blame.

Even if You do not plan to make a claim, please call Our claim line as We are here to help You.

**Making a Claim**
What happens next?
Call Us immediately and We can get Your claim started straight away. Even if You don’t have all of the information available You can still report the claim.

We can then take the stress of Your claim away from You.

When You phone, a personal claims adviser will take the details of the incident.
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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.
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 Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 17, 18 and 19 of this Policy or as amended on the Schedule or by Endorsement.

Convertible These are Motor Vehicles in which the roof is removable and/or can retract and are often referred to as cabriolets, roadsters and/or soft/hard tops.

Convictions These include all motoring convictions, penalty points, fixed penalties (excluding parking penalties), speeding offences and disqualifications.

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.

Excess The amount You must pay towards any claim.

For the purpose of Your Excess, an occurrence shall not be considered to have terminated until there have been seventy two (72) consecutive hours freedom from any of the perils listed below:
- Named Windstorm, rainstorm, hailstorm or other weather or climate conditions
- Flood - earthquake, seakeep, tidal wave and volcanic eruption - riot strikes, civil commotion, vandalism, malicious damage

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.

Hazardous Goods Any explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which, in contact with water, emit flammable gases, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material and corrosive substances.

Hazardous Locations Power stations, nuclear installations or establishments, refineries, bulk storage or production premises in the oil, gas or chemical industries, bulk storage or production premises in the explosive, ammunition or pyrotechnic industries, Ministry of Defence premises and Military bases – other than in any area designated for access or parking by the general public.

Inexperienced Driver A person who has held a full driving licence for less than two years.

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.

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 Proposal Confirmation The document recording the statements made and information You gave or which was given for You when You bought Your Policy.

Motor Vehicle Any vehicle described under Vehicle(s) on the Schedule.

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

Named Windstorm Includes all tropical storms and hurricanes that have been named by the World Meteorological Organisation.

Own Damage Damage to Your Motor Vehicle.

Partner Your husband, wife or someone You are living with as if You are married to them.

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, Motor Proposal Confirmation and Certificate of motor insurance 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 1, 2, 17, 18 and 19 only of this Policy or as amended on the Schedule or by Endorsement.

Third Party Fire and Theft Insurance is provided under Sections 1, 2, 3, 7, 8, 17, 18 and 19 only of this Policy or as amended on the Schedule or by Endorsement.

Trailer Any form of trailer that has been specially built to be towed by a Motor Vehicle.

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 Each and every person named under Insured Name(s) in the Schedule.

Young A person who is aged under 25 at the time of an accident. For Sections applicable under this Policy please refer to “Type of Insurance” in the Policy Schedule or as amended by any Endorsement.
SECTION 2. LIABILITY TO OTHER PEOPLE

A. Cover for You
Subject to the Limit of Liability and Condition 18.15 (Jurisdiction) of this Policy, We will insure You for Your legal liability to other people arising from an accident which involves Your Motor Vehicle and where:
1. You kill or injure someone;
2. You damage someone else's property.

This cover also applies:
3. to an accident involving a Trailer or vehicle You are towing.
4. when the Main Driver is driving a Motor Vehicle not belonging to or hired (under a hire purchase agreement or otherwise) by the Main Driver, their Partner or their employer.

B. Cover for Other People
We will also provide the cover under Section 2A for:
1. anyone insured by this Policy to drive Your Motor Vehicle, as long as they have Your permission;
2. any passengers who are travelling in Your vehicle;
3. anyone who is in or getting into or out of Your Motor Vehicle;
4. the employer or business partner of anyone covered by this Section while Your Motor Vehicle is being used for business purposes provided Your Certificate of motor insurance allows business use; or
5. the legal personal representative(s) of anyone insured under this Section if that person dies.

C. Costs and Expenses
1. Legal Costs
If there is an accident covered by this Policy, We will pay the reasonable legal costs and/or expenses to defend or represent You or any driver covered by this Policy:
   a. at a coroner's inquest or fatal accident inquiry and/or
   b. in criminal proceedings arising out of the accident.
We must agree to all legal costs and/or expenses beforehand. If We agree to pay such legal costs and/or expenses, We will advise You as to the extent of any assistance We will give.

D. Payments made Outside the Terms of the Policy
If, under the law of any country, We must make a payment that is not covered by the Policy We have the right to recover this payment from You or the person who is liable.

E. Section 2 Exclusions - What is not Covered
We will not cover:
1. loss of or damage to any Motor Vehicle You drive or any Trailer or vehicle You tow;
2. anyone who has other insurance covering the same liability;
3. death or injury to anyone while they are working with or for the driver of the Motor Vehicle; except as set out in the Road Traffic Act;
4. damage to property belonging to or held in trust by or in the custody or control of:
   a. the Insured or
   b. any person claiming to be indemnified under section 2B
c. a member of the same household as any person claiming to be indemnified under section 2B
5. damage caused by any driver insured by this Policy to any property they own or are responsible for;
6. liability for more than EC $300,000 for death or bodily injury to any one person from any one event;
7. liability for more than EC $1,500,000 for any claim or series of claims for death or bodily injury to any number of persons arising from one event;
8. loss of or damage to property for more than EC $500,000 for any one claim or series of claims from any one event;
9. liability caused by acts of terrorism except as is strictly required under the Road Traffic Act;
10. legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences;
11. any liability that is not required to be covered under the terms of the Road Traffic Act whilst You are loading or unloading directly from Your Motor Vehicle; or
12. liability for death, injury or damage when Your Motor Vehicle is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of Your Motor Vehicle.
13. 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.
14. death or bodily injury to any person arising out of and in the course of Your employment.

F. Section 2 Conditions
In the event of an accident involving indemnity under Section 2 to more than one person the Limit of Liability shall apply to the aggregate amount of indemnity to all insured persons indemnified and such indemnity shall apply in priority to the Insured.

SECTION 3. FIRE AND THEFT

A. What is Covered
If Your Motor Vehicle is lost or damaged as a result of theft, attempted theft, fire, lightning or explosion We have the option to:
1. pay to repair the damage or repair the damage ourselves;
2. replace what is lost or damaged if this is more cost-effective than repairing it; or
3. settle Your claim by sending You a cheque or by bank transfer.

B. The Most We will Pay
We will not pay more than the Market Value of Your Motor Vehicle at the time of the loss (less any Excess that may apply).

C. Section 3 Exclusions - What is not Covered
We will not cover:
1. the Own Damage Excess shown in the Schedule, unless Your Motor Vehicle is stolen from a private locked garage;
2. loss or damage to Your Motor Vehicle as a result of someone acquiring it by fraud or trickery while pretending to be a buyer;
3. loss or damage caused by theft or attempted theft if the keys and/or other devices which unlocks Your Motor Vehicle and/or enables Your Motor Vehicle to be started and driven are left in or on Your Motor Vehicle which is unattended, or if Your Motor Vehicle has been left unattended and not properly locked (this includes any window, roof opening, removable roof panel or hood being left open or unlocked);
4. loss or damage caused by theft or attempted theft to readily removable in-car electronic equipment unless it is in a glove compartment or a locked boot. In which case We will provide cover up to the amount shown in the Schedule;
5. loss or damage if any tracking or security device which on Your proposal form You told Us is fitted to Your Motor Vehicle has not been set or is not in full working order;
6. loss or damage if the network subscription, for any tracking device is not current and operable; or
7. loss or damage if the driver recognition device for any tracking device is left in or on Your Motor Vehicle whilst unattended.
8. any damage as insured under Sections 4 or 5.

SECTION 4. DAMAGE TO YOUR MOTOR VEHICLE

A. What is Covered
If Your Motor Vehicle is damaged, We have the option to:
1. pay to repair the damage or repair the damage ourselves;
2. replace what is lost or damaged, if this is more cost-effective than repairing it; or
3. settle Your claim by sending You a cheque or by bank transfer.

B. The Most We will Pay
We will not pay more than the Market Value of Your Motor Vehicle at the time of the loss (less any Excess that may apply).

C. Section 4 – Exclusions - What is not Covered
We will not cover:
1. the sum of all Excesses that may apply as shown on the Schedule.
   These may include the Own Damage Excess, Young or Inexperienced Driver Excess and Young and Inexperienced Driver Excess if these apply.
2. any damage as insured under Section 5.

SECTION 5. PERILS
A. What is Covered

If Your Motor Vehicle is damaged by Flood, typhoon, Named Windstorm, volcanic eruption, earthquake, sequeake or other conviction of nature we have the option to:
1. pay to repair the damage or repair the damage ourselves;
2. replace what is lost or damaged, if this is more cost-effective than repairing it; or
3. settle your claim by sending you a cheque or by bank transfer.

B. The Most We will Pay

We will not pay more than the Market Value of Your Motor Vehicle at the time of the loss (less any Excess that may apply).

C. Section 5 – Exclusions - What is not Covered

We will not cover:
1. the Excess as stated on the Schedule.

SECTION 6. WINDSCREEN DAMAGE

A. What is Covered

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.

B. The Most We will Pay

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

SECTION 7. SECTIONS 3, 4, 5 AND 6 EXCLUSIONS

A. What is not Covered

We shall not be liable in respect of:
1. the sum of all applicable Excesses;
2. loss or damage caused by wear and tear or loss of value;
3. any part of a repair or replacement which improves Your Motor Vehicle beyond its condition before the loss or damage took place;
4. any mechanical, electrical or computer failure, breakdown or breakage;
5. damage to tyres caused by braking, punctures, cuts or bursts;
6. damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;
7. deliberate damage caused to Your Motor Vehicle by anyone insured under this Policy;
8. loss of use or other indirect loss such as travel costs or loss of earnings;
9. loss or damage to any Trailer or vehicle, or their contents, while being towed by Your Motor Vehicle;
10. loss or damage to Your Motor Vehicle if, at the time of the incident, it was being driven or used without Your permission by someone in Your family or someone who is living with You (this exclusion does not apply if the person driving is reported to the police for taking Your Motor Vehicle without Your permission);
11. any amount over that shown in the Schedule for loss of or damage to permanently fitted in-car audio, television, phone, CB radio, games-console or electronic-navigation equipment (if the equipment is part of Your Motor Vehicle specification when first registered, We will provide unlimited cover);
12. loss or damage to any speed assessment equipment detection device;
13. loss or damage due to any government, public or local authority legally taking, keeping or destroying Your Motor Vehicle;
14. goods, tools of trade or samples connected with Your work or any other trade, or any container for these things;
15. loss or damage caused directly or indirectly by fire if Your Motor Vehicle is equipped for the cooking or heating of food or drink;
16. any reduction to the Market Value of Your Motor Vehicle as a result of it being repaired.

SECTION 8. SECTIONS 3, 4, 5, AND 6 CONDITIONS

A. Mortgage Clause

It is hereby declared and agreed that when loss or damage to the Motor Vehicle(s) covered by this Policy is/are not repaired, or the lost or damaged parts are not replaced or the property not reinstated, we shall, if legally liable, pay the Mortgagees or Assignees and you, the extent of your respective interests in the subject Policy.

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

We reserve 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 said Mortgagees or Assignees for seven (7) days after the date of such notice to the said Mortgagees or Assignees of such cancellation, and shall cease, and we shall have the right on like notice to cancel this agreement.

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

B. Parts

We may decide to repair Your Motor Vehicle with parts which have not been made by Your Motor Vehicle’s manufacturer but which are of a similar standard. If any part or Accessory is not available, the most we will pay for that part will be the cost shown in the manufacturer’s last Geographical Area price list (plus reasonable fitting costs).

C. Repairs

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

D. Uneconomical Repairs

If Your Motor Vehicle is uneconomical to repair (written off) and we agree to settle your claim on that basis, you still owe the full yearly premium as we will have met all 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 registration document. All cover will then end unless we agree differently.

We will not refund any of your premium.

SECTION 9. PROTECTION AND REMOVAL

A. If Your Motor Vehicle cannot be driven as a result of loss or damage covered under this Policy, we will pay the reasonable cost of:
1. taking it to the nearest suitable repairer.
2. delivering Your Motor Vehicle to you at the address shown in the Schedule after it has been repaired.

B. We may put Your Motor Vehicle in safe storage, before it is repaired, sold or taken for scrap. We will pay the reasonable cost of storage.

Under both Conditions A and B above, the most we will pay is the Limit of Liability as stated on Your Schedule.

SECTION 10. PERSONAL ACCIDENT

A. We will indemnify you or your personal representative up to the percentage of the Limit of Liability as per the scale provided below for bodily injury as hereinafter defined sustained by any Insured:
1. in direct connection with the Motor Vehicle or
2. whilst mounting into dismounting from or travelling in a private motor vehicle not belonging to the Insured and not hired to them under a hire
agreement and caused by violent accidental external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

a. Death ................................................................. 100%

b. Total and irrecoverable loss of sight in both eyes .................. 50%

c. Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot ..... 50%

d. Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye .................................................. 50%

e. Total and irrecoverable loss of sight in one eye .................. 30%

f. Total loss by physical severance at or above the wrist or ankle of one hand or one foot .......................................................... 30%

B. Payment shall be made under one only of sub-sections (a) to (f) in respect of any one occurrence and the total liability of the Company shall not in the aggregate exceed the Limit of Liability as shown on Your Schedule during any one Period of Insurance.

Provided that:

1. Age Limitation - the Insured and / or other driver is not less than 17 or more than 70 years of age at the time of injury.

2. Self Inflicted Injuries - no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to:

   a. intentional self-injury suicide or attempted suicide (whether felonious or not) physical defect or infirmity or

   b. an accident happening whilst the Insured and / or other driver is under the influence of intoxicating liquor or drugs.

   In the event of the Insured being the holder of any other Policy with the Company in respect of any other vehicle, compensation shall be recoverable under one policy only.

SECTION 11. MEDICAL EXPENSES

A. What is Covered

We will pay reasonable medical expenses up to the Limit of Liability as stated on Your Schedule for each person suffering bodily injury by violent accidental external and visible means as the direct and immediate result of an accident to the Motor Vehicle, as long as there is no cover in force under another motor insurance Policy.

B. The Most We Will Pay

The most We will pay for any one occurrence is the Limit of Liability as stated in Your Schedule. At Your request, We will indemnify a third party who is the owner of the property lost or damaged. If You ask Us to pay someone else, We will have no further responsibility to You once We have done so.

C. What is Not Covered

We will not cover loss of or damage to:

1. money, credit or debit cards, stamps, tickets, vouchers, documents, securities (such as share and Premium Bond certificates), goods or samples carried in connection with any trade or business; or

2. property insured under any other Policy.

SECTION 12. PERSONAL BELONGINGS

A. What is Covered

We will pay for loss of, or damage to, clothing and personal belongings caused by fire, theft, attempted theft or accident, while they are in or on Your Motor Vehicle.

B. The Most We Will Pay

The most We will pay for any one occurrence is the Limit of Liability as stated in Your Schedule. At Your request, We will indemnify a third party who is the owner of the property lost or damaged. If You ask Us to pay someone else, We will have no further responsibility to You once We have done so.

C. What is Not Covered

We will not cover loss of or damage to:

1. money, credit or debit cards, stamps, tickets, vouchers, documents, securities (such as share and Premium Bond certificates), goods or samples carried in connection with any trade or business; or

2. property insured under any other Policy.

SECTION 13. HIRE CAR OR TRAVEL EXPENSES

In this Section only, the words below will have the following meanings.

Hire Motor Vehicle – a motor vehicle that is supplied to You by the Hire Motor Vehicle Company.

Hire Motor Vehicle Company – the company that We instruct to give You the Hire Motor Vehicle.

Hire Period – the period We will pay for the Hire Motor Vehicle, up to 14 days in a row, for any one event.

A. What is Covered

If Your Motor Vehicle is damaged as a result of an accident, fire or theft, or if it is stolen and not recovered, We will arrange for the Hire Motor Vehicle Company to provide You with a Hire Motor Vehicle, as long as the loss takes place in the Geographical Area and We are dealing with Your claim under Sections 3 or 4 of Your Policy. You may be charged a refundable deposit, when You take delivery of the Hire Motor Vehicle. The deposit will be refunded on return of the Hire Motor Vehicle to the Hire Motor Vehicle Company, subject to the Hire Motor Vehicle Company’s terms and conditions. The Hire Motor Vehicle should keep You mobile. It may not be a similar size, type, value or status as Your Motor Vehicle.

B. The Most We Will Pay

If We are unable to find You a Hire Motor Vehicle, or Your Motor Vehicle has been professionally adapted or converted to carry a disabled driver or passenger, and a suitable Hire Motor Vehicle is not available, instead of providing You with a Hire Motor Vehicle We will pay Your travel expenses (up to the Limit of Liability stated on Your Schedule over the 14 days following Your claim) whilst You carry out Your normal daily routines.

C. What is Not Covered

1. The Excess shown on the Schedule.

2. We will not provide You with a Hire Motor Vehicle if You are only paying for windscreen or glass damage.

3. We will not pay for Your Hire Motor Vehicle for longer than the Hire Period.

D. Conditions that Apply to this Section

1. You may only use the Hire Motor Vehicle whilst Your Motor Vehicle remains off the road or whilst Your Motor Vehicle is with a repairer as a result of an accident, fire or theft covered by this Section.

2. When You are driving the Hire Motor Vehicle during the Hire Period, it is insured under Your Policy. This means that any claim for injury, loss or damage that takes place will be made under Your Policy, as long as the driver, or the person last in charge of Your Motor Vehicle, is permitted to drive under Your Policy in accordance with Your Certificate of motor insurance.

3. Any payments We have to make under Your Policy for loss or damage to the Hire Motor Vehicle will be made to the Hire Motor Vehicle Company. You will also have to pay any Excess that applies as if the claim was made for Your Motor Vehicle.

4. You may only use the Hire Motor Vehicle in the Geographical Area.

5. The terms and conditions of the Hire Motor Vehicle Company apply as well as Ours. You will be given a copy of the Hire Motor Vehicle Company’s terms and conditions when You receive the Hire Motor Vehicle. If there is any difference between Our Terms and conditions and the terms and conditions of the Hire Motor Vehicle Company, Our Terms and conditions will apply.

6. All requests for the reimbursement of travel expenses will need to be reasonable and substantiated with documentary evidence.

SECTION 14. NO FAULT LEGAL AID

A. What is Covered

We will defend You against any suit which makes claims against You for which You are insured under Section 2 of this Policy and which alleges bodily injury or property damage and seeks compensatory damages, even if it is groundless, false or fraudulent.

We will also provide legal representation for You in any legal matter to determine liability, cause of death, contribution or criminal negligence arising out of an event that may be insured under Section 2 of this Policy.

We reserve the right to investigate, negotiate and settle any claim or suit if We decide this is appropriate.

The maximum amount payable under this Policy is as per the Limit of Liability stated on the Schedule.
SECTION 15. LOSS OF INCOME BENEFIT

A. What is Covered

Subject to the provisions of this Section we will pay a weekly payment for loss of income from employment for the period during which the Insured suffers substantial inability to perform the essential duties of their employment or occupation, provided that:
1. the Insured was employed at the date of the accident.
2. within thirty (30) days from the date of the accident the Insured suffers substantial inability to perform the essential duties of their employment or occupation.
3. no payment shall be made for any period in excess of eight (8) weeks.
4. the amount of the weekly payment shall be the lesser of:
   a. $200.00 per week, or
   b. 80% of the Insured’s gross weekly income from employment or available to such person under the laws of the local jurisdiction, wage or salary continuation plans available to the person by reason of their employment.
5. the maximum payment any one event shall not exceed the Limit of Liability as stated on Your Schedule.

SECTION 16. PERSONAL INCONVENIENCE BENEFIT

In this Section only, the words below will have the following meanings:

Personal Inconvenience – inconvenience which You experienced as a direct result of an accident covered under this Policy that resulted in monetary loss to You, which is not covered by any other Section herein or recoverable from any other party.

Where arising out of an accident covered under this Policy for which the Insured is at fault and suffers Personal Inconvenience We will pay the Insured up to the Limit of Liability as stated in Your Schedule.

Nothing in this Section shall affect the payment of any Excess applicable under this Policy or run counter to public policy.

SECTION 17. GENERAL EXCLUSIONS - WHAT IS NOT COVERED

You are not covered for any of the following:

17.1 Acquired Immune Deficiency Syndrome

This Policy does not cover injury or sickness of the Insured 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.

17.2 Agreement or Contractual Liability

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.

17.3 Asbestos

This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses, damage, cost or expense directly or indirectly caused by, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

17.4 Construction and Use

A. What is not Covered

We will not cover any injury, loss, damage or liability which is:
1. intentionally caused by the Insured.
2. caused directly by Your failure to:
   a. keep the Motor Vehicle free from mechanical or other defects that would render it unsafe, or
   b. repair any damage.

Provided however that this exclusion shall not apply where You can reasonably show that You had no prior knowledge of such mechanical or other defects or unrepaired damage.
3. as a consequence of Your Motor Vehicle being:
   a. driven by any person not described as entitled to drive by the Certificate of motor insurance or Schedule;
   b. used for any purpose not allowed by the Certificate of motor insurance or Schedule;
   c. driven by someone who does not have a valid driving licence or is disqualified from holding or obtaining such a licence or is breaking the conditions of their driving licence.

This exclusion does not apply if Your Motor Vehicle is:
   i. with a member of the motor trade for maintenance or repair;
   ii. stolen or taken away without Your permission; or
   iii. being parked by an employee of a hotel, restaurant or car-parking service.

Provided that above exclusions do not in any way contravene the Road Traffic Act in the Geographical Area.

4. as a consequence of Your Motor Vehicle:
   a. being used to carry passengers or goods in a way likely to affect the safe driving and control of Your Motor Vehicle;
   b. being used for carrying dangerous loads;
   c. being seized by a lawful person(s);
   d. 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 vehicle was in an unsafe condition.
   e. not being secured by You after it:
      i. broke down,
      ii. sustained accidental damage or
      iii. was stolen and subsequently found.

17.5 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.

17.6 Electronic Date Recognition

A. This insurance Policy does not cover any loss, damage, cost, claim, legalliability 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.

B. The indemnity provided shall also not apply under any circumstances whatever 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:
   1. correctly recognize any date as its true calendar date.
   2. 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.
   3. 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 cause or event that contributes concurrently or in any sequence to the loss, damage, injury, cost, claim, liability or expense.
17.7 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 (GMO) for the purposes of this exclusion the term GMO shall mean and include:
1. 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.
2. 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.

17.8 Hazardous Goods
We will not cover any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by carrying any Hazardous Goods.

17.9 Hazardous Locations
We will not cover any damage or liability caused by using Your Motor Vehicle in a Hazardous Location

17.10 Infectious Disease
Notwithstanding anything contained to the contrary in the Policy the cover hereunder does not extend to include injury, sickness or death of an insured person or any liability attaching to the Insured for loss of or damage to:
1. Third party property, injury, sickness or death of a third party as a result of claims arising directly or indirectly from, caused by, happening through, in consequence of or in any way attributable to Infectious Disease, Avian Flu from any disease that has been declared as an epidemic by the World Health Organization.

If We allege that by virtue of this exclusion any claim is not covered by this Policy then the burden of proving otherwise shall rest with You or the claimant.

17.11 Information Technology Hazards
A. This Policy does not cover 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:
   a. Fire, lightning, explosion, aircraft or vehicle impact, falling objects, Named Windstorm, tropical wave, tropical depression, tornado, cyclone, earthquake, seaseaquake, volcano, tsunami, Flood.

17.12 Modifications
A. We shall not be liable to indemnify You where the Motor Vehicle has been modified from the manufacturer's specifications.

Provided however that this exclusion shall not apply if:
1. You make a full disclosure of such Modifications and
2. We agree to continue Your Policy with the Modifications, and
3. You pay any additional premium that We may require.

17.13 Noise Pollution
This Policy does not cover any injury or property damage arising out of any form of noise pollution and or sonic bang however caused.

17.14 Outside the Geographical Area
We shall not be liable for any accident loss damage or liability caused sustained or incurred outside the Geographical Area.

17.15 Pollution and Contamination
This Policy does not cover cost, expenses, fines or penalties arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril hereby insured against.

17.16 Radioactive Contamination
This Policy does not cover any loss or damage arising directly or indirectly from, caused by, happening through, in consequence of or in any way attributable to Nuclear or Radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused. Nevertheless if fire is an insured peril and a fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that fire shall (subject to the provisions of this Policy) be covered excluding however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that fire.

*Note* - If fire is not an insured peril under this Policy the words "Nevertheless" to the end of the clause do not apply and should be disregarded.

17.17 Recovery of seized Motor Vehicles
We will not cover securing the release of a vehicle, other than Your Motor Vehicle, which has been seized by, or on behalf of, any government or public authority.

17.18 Terrorism
Notwithstanding any provision to the contrary within this insurance or any Endorsement there to it is agreed that this Policy excludes 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.

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), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

17.19 Transmissible Spongiform Encephalopathies
A. 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.
B. This exclusion also includes:
1. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
2. 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.

17.20 Uninsured Costs
A. We shall not be liable in respect of:
1. the cost of repairing pre-existing damage.
2. the cost of fixing faulty repairs.

17.21 Use on Airfields
We will not cover any injury, loss, damage or liability caused by using Your Motor Vehicle in any area where aircraft are normally found to be landing, taking off, moving or parked.

17.22 War and Civil War
Notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, except as strictly required under the Road Traffic Act.

SECTION 18. GENERAL CONDITIONS

18.1 Administration Fee
If You make any temporary or permanent changes to Your Policy during the year You may have to pay an administration fee as well as any additional premium.

An administration fee may apply even though an amendment results in a return of premium to You.

18.2 Arbitration
Any dispute arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party (within one month after being required in writing to do so by either party). The two arbitrators shall then mutually appoint an umpire who shall have been appointed in writing. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award by the arbitrator, arbitrators or umpire shall be a condition precedent to any right of action against Us.

18.3 Automatic renewal
We may automatically renew Your Policy on the renewal date. If We plan to automatically renew, We will let You know We are planning to do this before Your cover ends together with sending You details of the renewal premium. If You do not want to renew this Policy, You should let Us know before the renewal date.

18.4 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 of Insurance 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.

18.5 Cancellation by You
You have the right to cancel this Policy by giving 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 of motor insurance within seven (7) days of the cancellation date.

18.6 Cancellation on Renewal
A. 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.
B. 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 of motor insurance within seven days of the cancellation date.

18.7 Car sharing
A. Should You carry passengers for social or other similar purposes and receive a contribution to Your costs, We will not regard this as constituting the carriage of passengers for hire or reward (or the use of the Motor Vehicle (for hiring)) provided that:
1. the Motor Vehicle is not constructed or adapted to carry more than 8 passengers (excluding the driver).
2. the passengers are not being carried in the course of a business of carrying passengers.
3. the total contributions received for the journey concerned do not involve an element of profit.
If You are not sure whether a car-sharing arrangement is covered by the Terms of this Policy, please contact Us.

18.8 Co-operation of Insured
You shall, at Our expense, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after their indemnification by Us.

18.9 Fraudulent Misrepresentation
If there be any material misrepresentation of the Motor Vehicle, or of any building or place in which such Motor Vehicle is contained, or any misrepresentation as to any material fact to be known for estimating the risk, or any omission to state such fact, We shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

18.10 If You Miss a Payment
If You are paying Your premium in instalments and Your bank has advised Us that You have cancelled Your monthly instalment, We will contact You for payment. If We do not receive payment We may cancel Your Policy.
18.11 If You Have Not Paid Your premium
We may refuse Your claim or deduct any unpaid premiums from any claim payment We make to You.

18.12 Insured’s Rights and Interests
Unless otherwise expressly stated nothing contained herein shall give any rights against Us to any person other than You. Further, We shall not be bound by any passing of Your interest otherwise than by death or operation of law unless and until We declare by Endorsement the insurance to be continued. The extension of Our liability in respect of the property of any person other than You shall give no right of claim hereunder to such person, the intention being that You shall in all case claim for and on behalf of such person and Your receipt shall in any case absolutely discharge Our liability hereunder.

18.13 Insurers Rights
A. We are entitled to take over and conduct the defence or settlement of any claim at Our discretion.
B. We may at any time pay the Limit of Liability after deduction of the applicable Excess and any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control thereof and be under no further liability in respect for the payment of costs and expenses incurred prior to the date of such payment.

18.14 Interpretation
This Policy, the Schedule and any Endorsements 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 the Schedule shall bear such specific meaning wherever it may appear.

18.15 Jurisdiction
The indemnity under this Policy 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 Schedule attached to this Policy.

18.16 Modifications to Your Motor Vehicle
A. You must tell Us what Modifications You intend to make and obtain Our agreement prior to making them. Modifications are 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).
B. If You do not tell Us about any relevant Modifications, We may:
1. reject or reduce Your claim;
2. treat the Policy as void (i.e. as though it has never existed).

18.17 Notice of Alteration of Risk
You shall give Us immediate notice of any alteration or change in circumstance which materially affects the risks covered by this Policy.

18.18 Notice to Insured
No alterations in the Terms and conditions of this Policy or any Endorsement hereon will be valid unless they are on Our printed form and under signature of a duly authorized employee of the Insurer.

18.19 Other Insurance
You shall give Us notice of any other insurance or insurances already effected, or which may subsequently be effected, covering the Motor Vehicle hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy or on Our behalf before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

18.20 People Involved in this Contract
This contract is between You and Us. Nobody else has any rights they can enforce under this contract except those they have under the Road Traffic Act.18.21

Reasonable Precautions
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 indemnity granted by this Policy.

18.22 Right of Recovery
We may at any time at Our own expense use all legal means in Your name for recovery of any amount which forms the subject of a claim under this Policy and You shall give all reasonable assistance for that purpose. We shall be entitled to recover any amount for the loss of which a claim is paid hereunder and You shall execute all such assignments and assurances in respect of such claim as may be reasonably required.

18.23 Seventy-two (72) Hours
A. 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, seaqueak, 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 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.

18.24 Suspensions
A. You can suspend this Policy at any time by telling Us either over the phone or in writing. Please return the Certificate of motor insurance immediately when the suspension starts.
1. If You suspend cover We will retain any premium paid. If You are paying by instalments, You must continue paying instalments during the period of suspension.
2. If cover is suspended for more than 28 days in a row or if the Policy expiry date passes during the period of suspension, We will refund You a portion of Your premium for the suspension period.
If cover is suspended for less than 28 days in a row and reinstated before the Policy expiry date We will not refund any premium.

We will not refund any premium if You have made a claim or if one has been made against You during the period of suspension.

18.25 Taking Care of Your Motor Vehicle
A. You and any person who is covered by this Policy must:
1. make sure Your Motor Vehicle is roadworthy;
2. take all reasonable steps to protect Your Motor Vehicle and its contents from loss or damage;
3. make sure You keep property left in an open or convertible Motor Vehicle in a locked boot or locked glove compartment; and
4. allow Us to examine Your Motor Vehicle at any reasonable time if We ask You.

18.26 Valid Drivers License
Insurance is only provided under this Policy if the driver is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.

18.27 Vehicle Registration
To be covered by this Policy Your Motor Vehicle must be registered in, or be
in the process of being registered in, the Geographical Area.

18.28 Written Notice
Any communications about this Policy regarding alteration to Terms and conditions or any Endorsements must be printed and signed by an officer of the Company.

18.29 Your Duty
We will only provide the cover set out in this Policy if You keep to all the Terms and conditions of the Policy.

All information given to Us must be, as far as You know, correct. It is Your responsibility to make sure that information relating to all drivers covered by the Policy is accurate. If We discover that You or someone acting for You knowingly gave false information, We will cancel the Policy, treat it as though it had never existed and We will not pay Your claim.

SECTION 19. WHAT TO DO IN THE EVENT OF A CLAIM

19.1 Claims Procedure – Our Rights and Your Obligations
A. You must not admit liability for or negotiate to settle any claim without Our written permission.
B. We are entitled to:
   1. 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;
   2. 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.
C. You must give Us any information and help We need.

19.2 Notification of Accident or Event
A. In the event of any happening 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 2, send to Us any 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. 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.
   5. shall give Us all such information as We may reasonably require.

19.3 Reporting a Claim
A. On the happening of any loss or damage You shall give notice to Us within 30 days after the loss or damage, or such further time as We may in writing allow in that behalf, deliver to Us:
   1. 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.
   2. 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.

19.4 Fraudulent Claim Condition
A. 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 Condition 18.2 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.