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COMMERCIAL VEHICLE POLICY

IMPORTANT NOTICE TO POLICYHOLDER

THIS IS YOUR MOTOR POLICY -

Please read it together with the Schedule and Certificate of Insurance and any endorsement (s) attached thereto

IF FURTHER EXPLANATION IS REQUIRED OR IF ANY MISTAKE IS FOUND PLEASE REFER TO THE COMPANY. THE COMPANY SHOULD ALSO BE ADVISED IMMEDIATELY OF ANY CHANGE OF VEHICLE OR OTHER ALTERATION.

IN THE EVENT OF AN ACCIDENT

- (1) In no circumstances admit liability in any way whatsoever.
- (2) Always take names and addresses of witnesses and forward together with a full report of the occurrence immediately to the Company.

Whereas the Insured by a proposal and declaration which shall be the basis of insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

Now this Policy witnesseth:-

That in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy)

SECTION 1 - LOSS OR DAMAGE

1. The Company will indemnify the Insured against loss of or damage to the Motor vehicle and its accessories and spare parts whilst thereon

- (a) by accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear.
- (b) by fire external explosion self-ignition or lightning or burglary housebreaking or theft
- (c) by malicious act
- (d) whilst in transit (including the processes of loading and unloading incidental to such transit) by road rail inland waterway lift or elevator
- (e) by flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature
- (f) by the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance
- (g) by the wilful act of any striker of lock out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent such act or in minimizing the consequences of any such act.

PROVIDED THAT the indemnity given by reason of Endorsement (f) and (g) shall not apply to 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 the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war
- (b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence or by direct or indirect consequences of any of the said occurrences

In the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

2. 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. The Insured's estimate of value stated in the Schedule or the market value of the vehicle at the time of the loss or damage whichever is the lesser shall be the maximum payable by the Company in respect of any claim for loss or damage.

3. If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained subject to a maximum of \$10,000 or the agreed amount stated in the Schedule.

WINDSCREEN

In the event of breakage of glass in the windscreen or windows and resultant scratching of bodywork of the Motor Vehicle (provided there is no further damage to the Motor Vehicle) the Company will indemnify the Insured against such damage up to a maximum of \$15,000 or the agreed amount as stated in the Schedule which shall not be deemed to be a claim under this Policy for the purposes of the No Claim Discount

Only one claim will be admitted under the Policy in any one period of insurance.

EXCEPTIONS TO SECTION 1

The Company shall not be liable to pay for

- (i) consequential loss depreciation wear and tear mechanical or electrical or electronic breakdown failures or breakages including internal damage to engine gearbox transmission and electronic equipment
- (ii) damage caused by overloading or strain
- (iii) damage caused by explosion of any boiler forming part of attached to or on the Motor Vehicle
- (iv) damage to tyres unless the Motor Vehicle is damaged at the same time.

EXCESS CLAUSE

It is a condition of this policy that the Insured shall be responsible for an amount equal to seven and one half percent (7.5%) of the Sum Insured of the vehicle (minimum \$20,000) in connection with each and every occurrence or series of occurrences, including Fire and/or Theft, arising out of any one cause

OR (if applicable)

Fifteen percent (15%) of the Sum Insured (minimum \$20,000) if the Driver

- a) is under 24 years of age
- b) holds a Full Drivers Licence for less than 24 months
- c) holds a Provisional Driver's Licence
- d) holds a Foreign Drivers Licence
- e) is 70 years of age or over

For any combination of age and licence the excess is increased to Twenty percent (20%) of Sum Insured (minimum \$20,000)

The excess is increased by an *additional* amount of \$10,000 should the value of your vehicle be less than \$250,000.

SECTION II - LIABILITY TO THIRD PARTIES

1. The Company will subject to the Limits of Liability stated below indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle or in connection with the loading or unloading of the Motor Vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of

Death of or Bodily Injury	\$2,500,000
1) to any one person	
11) in respect of a series of claim resulting from one incident	\$5,000,000
Third Party Property Damage	
In respect of any one claim or series of claims arising out of one event	\$2,500,000
OR the agreed amounts as stated on the Schedule	

2. In terms of and subject to the limitations of and for purposes of this Section the Company will indemnify any Authorised Driver who is driving the Motor Vehicle provided the such Authorised Driver

- i) shall as though such Authorised Driver was Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply
- ii) is not entitled to indemnity under any other policy

3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy insofar as they can apply

4. The Company will pay all costs and expenses incurred with its written consent

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

6. 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

MANSLAUGHTER LEGAL CHARGES

The Company will at the request of the Insured arrange and pay for legal service for defence in the event of proceedings for Manslaughter being taken in respect of any death which may be the subject of indemnity under Section II of this Policy

PROVIDED THAT:-

(1) in the event of the expenses exceeding \$50,000 or the agreed amount stated on the Schedule the Insured shall repay to the Company any further expenditure in respect of such expenses

(2) the Company may at any time relieve itself of any further liability in respect of such legal services upon paying to the Insured \$50,000 or the agreed amount stated on the Schedule less the expenses incurred by the Company to date of payment

(3) this Endorsement shall not apply in connection with any vehicle modified whereby speed and performance are increased from the manufacturers' standard specification unless declared to and agreed to by the Company in writing nor if the person driving is under the age of 21 years

The indemnity granted by this Endorsement is in addition to any indemnity which may be granted under the Policy in respect of legal defence or representation

EXCEPTION TO SECTION II

The Company shall not be liable in respect of

i) death bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom

ii) death of or bodily injury to any person in the employment of the Insured out of and in the course of such employment

iii) death of or bodily injury to any person (other than passenger carried by reason of or in pursuance of a contract of employment with a person insured by the Policy) being carried in or upon entering or getting on to alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises

iv) damage to property belonging to held in trust or in the custody of or control of the Insured or a member of the Insured's household or being conveyed by the Motor Vehicle

(v) damage to any bridge weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle

(vi) damage to property caused by sparks or ashes from the Motor Vehicle if steam driven

(vii) damage to property caused by or arising out of the explosion of a boiler forming part of attached to or on the Motor Vehicle

(viii) death or bodily injury caused by or arising out of the explosion of a boiler forming part attached to or on the Motor Vehicle except so far as is necessary to meet the requirements of the Legislation

The Policy shall be operative whilst the Motor Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the company will indemnify the Insured in terms of Section II in respect of liability in connection with such towed vehicle provided that

- a) such towed vehicle is not towed for reward
- b) the Company shall not be liable by reason of this Section in respect of damage to such towed vehicle or property being conveyed thereby
- c) the Company shall not be liable for damage caused to the vehicle during operational use as a Tool of Trade unless otherwise endorsed.

JURISDICTION CLAUSE

The indemnity provided herein in respect of accidental bodily injury or accidental loss or damage to property shall not apply to:-

- (a) compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Jamaica
- (b) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Jamaica

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person entitled to indemnity under this Policy or of any other person to recover an amount under or by virtue of the Legislation

BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation

GENERAL EXCEPTIONS

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 the Motor Vehicle is
 - i) being used otherwise than in accordance with the Limitations as to Use
 - ii) being driven by or is for the purpose of being driven by him in the charge of any person other than an Authorised Driver
 - iii) in operational use as a Tool of Trade unless otherwise endorsed
 - (c) for vehicles exceeding 2000kg (or 24cwt or 4400lbs or 2 tons) laden weight whilst such vehicle is being driven by or in charge of
 - i) any person under age 25 years and/or
 - ii) any person with less than three (3) years driving experience and /or
 - iii) any person who has held a General Driver's licence to drive such vehicles for less than three (3) years
2. 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 the act of foreign enemies hostilities or warlike operations (whether war be declared or not) consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim
3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
4. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
5. loss of or damage to the vehicle insured or for any bodily injury or property damage directly or indirectly caused by the actual or alleged failure, malfunction or inadequacy or any installed Electronic Equipment to correctly recognise date change which may affect the expected operation of the vehicle insured.

Electronic Equipment means any computer or other equipment or system for processing, sorting or retrieving data and include but not limited to any computer hardware, furniture or software, media, microchip, operating system, microprocessor integrated circuit or similar device.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear

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

3. 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.

4. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.

5. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his/her or Insureds name the defence or settlement of any claim or to prosecute in his/her Insureds name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

6. At any time after the happening of any event giving rise to a claim or series of claims under Section II-1 (b) of this Policy the Company may pay to the Insured the full amount of the Company's liability under Section II -1 (b) 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 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 any claimant or other person after the Company shall have relinquished such conduct.

7. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current Period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force.

8. 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 or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under proviso (ii) of Section II - 2 of this Policy.

9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference.

The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. The due observance and fulfillment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by the Insured 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.

FOR AND ON BEHALF OF THE COMPANY

Managing Director

APPENDICES TO THIS MOTOR POLICY
APPENDIX 1 - EXTENT OF COVER

Definitions (which apply only as specified in the Schedule hereto).

A COMPREHENSIVE

The full insurance as within in Appendix 2 below including No Claim Discount Clause and subject to Excess Clause as endorsed.

B THIRD PARTY FIRE AND THEFT

Under Section 1 the Company shall be liable except in respect of loss or damage by fire external explosion self-ignition or lightning or burglary housebreaking or theft subject to the Excess Clause where applicable

C THIRD PARTY ONLY

Section 1 is deemed to be cancelled Otherwise as within written including No Claim Discount Clause 2 in Appendix 2 below

APPENDIX 2

NO CLAIM DISCOUNT CLAUSE

Either Clause 1 or Clause 2 will apply depending upon the Extent of Cover as defined in Appendix 1 to this Policy.

CLAUSE 1

Comprehensive policies (Definition A of Appendix 1 to this Policy)

NO CLAIM DISCOUNT

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

PERIOD OF INSURANCE	REDUCTION
The preceding year	25%
The preceding two consecutive years	35%
The preceding three consecutive years	40%
The preceding four or more consecutive year	50%

If the company shall consent to a transfer of interest in this Policy the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee

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

CLAUSE 2

Third Party Fire and Theft and Third Party Only Policies (Definition B or C of Appendix 1 to this Policy)

NO CLAIM DISCOUNT

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

PERIOD OF INSURANCE	THIRD PARTY FIRE & THEFT REDUCTION	THIRD PARTY REDUCTION
The preceding year	25%	25%
The preceding two consecutive years	35%	35%
The preceding three consecutive years	40%	40%
The preceding four or more consecutive years	50%	50%

If the company shall consent to a transfer of interest in this Policy the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee

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