



COMMERCIAL VEHICLE POLICY

THE TERMS OF THIS POLICY

The Schedule, Certificate of Insurance and this Policy are to be read as one Contract. The proposal and declaration made by the Insured are the basis of and form part of this Contract.

The Company in consideration of the payment of the first premium and any subsequent premiums which are required agrees to indemnify the Insured against all liability loss or damage as defined in the Policy occurring during the period of insurance subject to the terms exceptions and conditions contained or endorsed hereon (hereinafter referred to as the “Terms of this Policy”).

Your Policy is an important document. Keep it in a safe place.

SECTION I: Loss or Damage to the Insured Vehicle

Cover

1. The Company will indemnify the Insured against loss of or damage to the Insured 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.

Claims Settlement



2. The Company will at its discretion repair reinstate or replace the Insured Vehicle or pay the amount of the loss or damage. The Sum Insured stated in the Schedule or the market value of the vehicle at the time of loss whichever is less shall be the maximum amount payable by the Company in respect of any claim for loss or damage.

It is further declared and agreed that no liability shall attach to the Company under this Policy in respect of any consequence of delay in obtaining any part or accessory.

In the event of loss or damage to any Insured Vehicle necessitating the supply of a part not obtainable from stocks held in the Geographical Area or in the event of the Company exercising its discretion under this Sub-Section 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) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the Geographical Area;
or if no such catalogue or price list exists,
- (b) the price list obtainable 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 import duty.

The Company will not be liable to provide new parts for the repair of the Insured Vehicle if the Insured Vehicle is five years or older.

Commercial Vehicle Policy

Protection and Removal

3. Following insured loss or damage the Company will subject to the Limits of Liability bear the reasonable cost of
 - (a) protection and removal of the Insured Vehicle if disabled to the nearest competent repairers;
 - (b) delivery to the Insured after repair; within the Geographical Area.

Authorised Repairs

4. The Insured may authorise the repair of the Insured Vehicle necessitated by damage for which the Company may be liable under this Policy provided that
 - (a) the estimated cost of such repair does not exceed the Authorised Repair Limit;
 - (b) a detailed estimate of the cost is forwarded to the Company within 14 days of the loss or damage.

Exceptions to Section I

- The Company shall not be liable to pay for
- (a) consequential loss depreciation wear and tear mechanical or electrical breakdowns failures or breakages;
 - (b) damage to tyres unless the Insured Vehicle is damaged at the same time;
 - (c) damage caused by overloading or strain;
 - (d) damage caused by explosion of any boiler forming part of or attached to or on the Motor Vehicle;
 - (e) damage to or loss of the Insured Vehicle as a result of theft or attempted theft whilst the ignition keys have been left in or on the Insured Vehicle. It will be a condition precedent to the liability of the Company under this Policy that the Insured produce to us the ignition keys as evidence that they were not left in or on the Insured Vehicle;
 - (f) water damage resulting from the use of the Insured Vehicle;
 - (g) any excess as shown on the Schedule;
 - (h) damage to or loss of the Insured Vehicle caused during transit by sea.

SECTION II: Liability to Third Parties

Indemnity to the Insured

1. The Company will subject to the Limits of Liability indemnify the Insured 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 to any person or damage to property
 - (a) arising out of or caused by the use of the Insured Vehicle;
 - (b) in connection with the loading or unloading of the Motor Vehicle.

Commercial Vehicle Policy

Indemnity to other Drivers and Legal Personal Representatives

Legal Expenses



Priority of Indemnity

Exceptions to Section II

2. The Company will subject to the Limits of Liability also indemnify
 - (a) any Authorised Driver who is driving the Insured Vehicle;
 - (b) the legal personal representative of any person entitled to indemnity under this Section in respect of liability incurred by that person, provided that such person shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can be applied.
3. The Company in respect of any event which may be the subject of indemnity under this Section
 - (a) may at its own option arrange and pay for representation at any inquest or fatal inquiry;
 - (b) may at its own option undertake the defence of proceedings in any Court of Law;
 - (c) will pay all costs and expenses incurred with its written consent;
 - (d) will at the request of the Insured and subject to the Limits of Liability pay for legal services for defence of any driver aged 17 or over at the time of the accident against a charge of manslaughter or causing death by reckless or dangerous driving.
4. 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.

The Company shall not be liable in respect of:

- (a) death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming indemnity under this Section;
- (b) damage to property belonging to or held in trust by or in custody or control of the person claiming to be indemnified under this Section;
- (c) indemnity to any person other than the Insured if that person is entitled to indemnity under any other Policy;
- (d) 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 Insured Vehicle for loading thereon or the taking away of the load from the Insured Vehicle after unloading therefrom;

Commercial Vehicle Policy

- (e) death of or bodily injury to any passenger (other than a passenger carried by reason of or in pursuance of a contract of employment with a person insured by the Policy) travelling in or mounting into or dismounting from the Insured Vehicle at the time of the occurrence of the event out of which any claim arises;
- (f) damage to any bridge weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the Insured Vehicle or of the load carried by the Insured Vehicle;
- (g) damage to property caused by sparks or ashes from the Insured Vehicle if steam driven;
- (h) damage to property caused by or arising out of the boiler forming part of attached to or on the Insured Vehicle;
- (i) death or bodily injury caused by or arising out of the explosion of a boiler forming part of attached to or on the Insured Vehicle except so far as is necessary to meet the requirements of the Legislation;
- (j) death or bodily injury to the driver of the Insured Vehicle and damage to his or her property.

SECTION III: Breakage of Glass in Windscreen or Window

In the event of a windscreen or window being broken under the terms exceptions and conditions of Section I of this Policy and where the breakage of glass or the resultant scratching of bodywork is the only damage loss or injury sustained the Company will subject to the Limits of Liability make payment without prejudice to any No Claim Discount otherwise due and irrespective of any Excess operative under this Policy provided that no more than two payments are made in any one policy period.

SECTION IV: Towing Disabled Vehicles



Exceptions to Section IV

In the event of the Insured Vehicle being used for the purpose of towing any one disabled mechanically propelled vehicle the Company will indemnify the Insured subject to the terms exceptions and conditions of Section II of this Policy in respect of liability in connection with such towed vehicle.

The Company shall not be liable in respect of:

- (a) vehicles towed for reward;
- (b) damage to such towed vehicle or property being conveyed thereby.

Commercial Vehicle Policy

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 in respect of a liability of the Insured 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:

Unauthorised Usage or Drivers, or Usage while Under the Influence



Extra Jurisdiction Awards

Excluded Perils

1. any accident loss damage or liability caused sustained or incurred if any motor vehicle in respect of which indemnity is provided by this Policy is
 - (a) used at any time during the currency of the Policy otherwise than in accordance with the Limitations as to Use;
 - (b) being driven by or is for the purpose of being driven by him in the charge of any person other than an Authorised Driver;
 - (c) being used by any person under the influence of intoxicating liquor or drugs;
 - (d) being used outside the Geographical Area;
 - (e) being used for the transportation of liquefied petroleum or gasoline;
 - (f) being used for the transportation of chemicals or gases in liquid, compressed or gaseous form;
 - (g) being used for the transportation of high explosives such as nitro-glycerine, dynamite or any other similar explosive.
2.
 - (a) compensation for damages in respect of judgments delivered or obtained otherwise than by a Court of competent jurisdiction within the Geographical Area;
 - (b) costs and expenses of litigation recovered by the claimant from the Insured which are not incurred in and not recoverable in the Geographical Area.
3. any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss (except so far as is necessary to meet the

Commercial Vehicle Policy



Contractual Liability

Nuclear Loss

Punitive Damages

requirements of the legislation): flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority, mutiny, strike, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege or by any direct or indirect consequences of any of the said occurrences unless 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.

4. (a) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
(b) any sum the Insured would have been able to recover from any party but for an agreement between the Insured and such party.
5. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
(b) any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
6. any loss from Punitive Damages however arising and awarded against the Policyholder(s) or any Authorised Driver.

Commercial Vehicle Policy

Extra Contractual Obligations

Industries, Seepage, Pollution and Contamination Exclusion (NMA 1685)



Passenger Liability Exclusion

Airport Exclusion



7. any Extra Contractual Obligations however arising, such Extra Contractual Obligations being defined as any award made by a Court of competent jurisdiction against the Company, such award not being within the coverage granted by any insurance contract made between the parties in dispute.

8. (a) personal injury or bodily injury or loss of, or damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (a) shall not apply to liability for personal injury or bodily injury or loss of, or physical damage to, or destruction of tangible property or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance;
- (b) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance;
- (c) fines, penalties, punitive or exemplary damages.

This clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Clause not been attached.

9. death of or bodily injury to any person or persons whilst:
- (a) traveling in, or getting into or out of, any trailer attached to the Insured Vehicle;
- (b) traveling in the Insured Vehicle if they are not seated in fitted seats provided by the manufacturer.

10. loss or destruction of or damage to the Insured Vehicle or any consequential loss or any legal liability whilst the Insured Vehicle is being used on any airport or aerodrome premises (including the manoeuvring areas and aprons and service roads directly associated therewith) or any piece of land used by aircraft and to which the public does not have authorised vehicular access. However, those areas to which the public does have authorised vehicular access are not subject to this Exception.

Commercial Vehicle Policy

Terrorism Exclusion (NMA 2921)

11. 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 agreement 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 the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

The above clause applies except as far as is necessary to meet the requirements of the Road Traffic Act. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Sanction Limitation and Exclusion Clause (LMA 3100)

12. any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Gradual Environmental Impairment Exclusion (LMC 1)

13. (a) personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants;
- (b) the cost of removing nullifying or cleaning up pollutants;
- (c) fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants.

Commercial Vehicle Policy

Communicable Disease Exclusion (LMA5399)



Cyber Exclusion (LMA 5458)

Notwithstanding the foregoing, this Policy shall cover liability otherwise excluded under paragraphs (a) and (b) above which:

- (i) is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place, and
- (ii) is indemnified in not more than one annual period of original insurance.

For the purpose of this Exclusion, “pollutants” means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemical and waste. Waste includes material to be recycled reconditioned or reclaimed.

14. all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the Insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.
15. any CYBER LOSS regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of the paragraph below.

The above exclusion shall apply except to the extent necessary to indemnify the Insured where liability exists in

Commercial Vehicle Policy



accordance with the local road traffic legislation or legal requirement or original policy limits.

Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any DATA, including any amount pertaining to the value of such DATA shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause or any other part of this Policy.

The following definitions apply to this exclusion:

CYBER LOSS means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any CYBER ACT or CYBER INCIDENT including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any CYBER ACT or CYBER INCIDENT.

CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any COMPUTER SYSTEM.

CYBER INCIDENT means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.

COMPUTER SYSTEM means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Commercial Vehicle Policy

PFAS Exclusion

DATA means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

16. any loss, damage, liability, claim, injury, expense, cost or legal obligation of any kind arising directly or indirectly from the manufacture, production, marketing, distribution, application, sale, use, storage, safeguarding, warning or failure to warn of Per- and polyfluoroalkyl substances (PFAS), as well as from diversion, contamination, discharge, dispersal, release or escape of Per- and polyfluoroalkyl substances (PFAS) into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater, regardless of any other cause or event contributing concurrently or in any sequence to the aforementioned.

“PFAS” (or perfluoroalkyl and polyfluoroalkyl substances) means:

- a. Chemical or substance that contains a minimum of one methyl or methylene group on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - (1) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers telomers, salts, derivatives, precursor chemicals, degradation by products;
 - (2) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, perfluorooctane sulfonic acid (PFOS) and its salts, or perfluorohexane sulfonate acid (PFHxS);
 - (3) Perfluoropolyethers;
 - (4) Fluorotelomer-based substances; or
 - (5) Side-chain fluorinated polymers; or
- b. Any “PFAS” replacement chemical, compound or product, including but not limited to GenX, Perfluorobutane sulfonic acid, ADONA or F53B.”

Commercial Vehicle Policy

CONDITIONS

Contract of Insurance

1. The Schedule, Certificate of Insurance and this Policy are to be read 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 Certificate of Insurance or of the Schedule shall bear such specific meaning wherever it may appear.

Communication with the Company

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

Maintenance of Insured Vehicle

3. The Insured shall take all reasonable steps to safeguard the Insured Vehicle from loss or damage and to maintain the Insured Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Insured Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Insured Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Insured Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Insured Vehicle shall be excluded from the scope of indemnity granted by this Policy.

Claims Notification



4. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall within thirty days give notice thereof to the Company with full particulars. Every letter, claim, writ, summons and any other process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company 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 cooperate with the Company in securing the conviction of the offender.

Claims Settlement/ Subrogation

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 name the defence or settlement of any claim or to prosecute in his 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.

Commercial Vehicle Policy

Policy Cancellation

6. The Company may cancel this Policy by sending thirty days' notice by personal service or 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 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.

Contribution

7. 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 Exception (c) to Section II of this Policy.

Utmost Good Faith and Due Observance of Terms

8. The due observance and fulfilment 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.

Arbitration

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.

Commercial Vehicle Policy

Change in the Use of the Vehicle

10. The Insured shall inform the Company immediately of any change in the use of the vehicle and shall pay any additional premium required from the date of the notification of the change.

Expiration of Cover

11. Cover under this Policy shall expire at Midnight on the policy expiry date.

Right to Relinquish Conduct of Proceedings

12. At any time after the happening of any event giving rise to a claim or series of claims under Sub Section 1 of Section II of this Policy the Company may pay to the Insured the full amount of the Company's liability under Sub Section 1 of Section II 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.

Medical Conditions

13. The Insured shall, as soon as the condition is known, inform the Company of any medical condition which materially affects the ability of any person who drives the motor vehicle on a regular basis, such conditions to include but not be limited to epilepsy, stroke, heart attack, fainting spells, hallucinations, severe visual or hearing impairment and hyperglycaemia.

Premium by Instalments



14. (a) In the event that the Company agrees that the Insured may pay the premium for a given Period of Insurance in instalments then the basis of that agreement will become a condition precedent to this Policy with respect to the due dates and terms of payment;
(b) In the event of a claim, the Company will deduct any instalments in default of said agreement and reserve the right to deduct all unpaid instalments, regardless of due dates, from the Insured's claim.

Fraud

15. If the Insured shall make any claim which is in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefit under this Policy in respect of such claim shall be forfeited.

ENDORSEMENTS/WARRANTIES

This insurance is subject to the following clauses as identified on the Schedule of the Policy. All are subject otherwise to the Terms, Exceptions and Conditions of this Policy.

Strike Riot and Civil Commotion

A Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the words “strike riot and civil commotion” in General Exception 3 of this Policy shall not apply to any accidental loss damage or liability in the Geographical Area directly caused by:

- (a) 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 minimising the consequences of such disturbance;
- (b) the wilful act of any striker or locked 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 any such act or in minimising the consequences of any such act.

provided that the indemnity given by reason of this Endorsement shall not apply to any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss (except so far as is necessary to meet the requirements of the legislation):

- (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 organisation 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 the 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

Commercial Vehicle Policy

Special Perils

Company shall not be liable to make any payment in respect of such a claim.

- B** Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the following shall be deemed to be added to Sub-Section 1 of Section I of this Policy.

(e) “by flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature”

It is further understood and agreed that the words “flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature” in General Exception 3 of this Policy are deemed to be deleted.

Motor Trader



- C** Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the insurance granted thereby shall be operative but only so far as it relates to the Insured while the Insured Vehicle is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair. For the purpose of this endorsement, Motor Trade means a business which is engaged in the upkeep and repair of motor vehicles and shall not extend to include other than properly constituted garages on properly constructed premises.

Bill of Sale by way of Mortgage

- D** It is hereby understood and agreed that the Insured Vehicle is the subject of a Bill of Sale by way of Mortgage between the Insured of the one part and the Mortgagees as stated on the Schedule of the other part and it is further understood and agreed that the Mortgagees are interested in any monies which but for this Endorsement would be payable to the Insured under this Policy in respect of loss of or damage to the Insured Vehicle (which loss or damage is not made good by repair reinstatement or replacement) and such monies shall be paid to the Mortgagees as long as they are the Mortgagees of the Insured Vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Insured or the Company respectively under or in connection with this Policy.

Named Drivers

- E** Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the Company shall be under no liability in connection with the Insured Vehicle while it is being driven by, or is for the purpose of being

Commercial Vehicle Policy

Young/ Inexperienced Unnamed Drivers

driven by him, in the charge of any person other than those named on the Schedule of this Policy.

- F** Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the Company shall be under no liability, apart from that liability compulsorily insurable under the Law, in connection with the Insured Vehicle while it is being driven by, or is for the purpose of being driven by him, in the charge of any person who is under the age of 25 years or who is the holder of a learner's driving permit or who is the holder of a driving permit (other than a learner's permit) which has been in force for less than 2 years. Provided, however, that this condition shall not attach to any person named on the Schedule of this Policy.

Insured Not Driving

- G** Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the Company shall be under no liability in connection with the Insured Vehicle while it is being driven by the Insured or is in his charge for the purpose of being driven by him.

Third Party Fire and Theft

- H** Notwithstanding anything contained herein to the contrary in Section I of this Policy it is hereby understood and agreed that the Company shall not be liable thereunder except in respect of loss or damage by fire external explosion self-ignition or lightning or burglary housebreaking or theft. It is further understood and agreed that Section III of this Policy is deemed to be deleted.

Third Party

- I** It is hereby understood and agreed that Sections I and III of this Policy are deemed to be deleted.

Anti-Theft Warranty



- J** It is hereby warranted that the Company shall not be liable for any loss or damage arising under Sub Section 1(b) of Section I of this Policy resulting from burglary, housebreaking or theft unless the Anti-theft device(s) as agreed and noted is/are installed and operative at all times when the vehicle is left unoccupied.

Reduction to Third Party Only for Named Drivers

- K** It is hereby understood and agreed that Section I of this Policy will not apply whilst the Insured Vehicle is being driven by or is in the care, custody or control of any person named in the Schedule in respect of this Endorsement.

Additional Claims Excess

- L** This Policy is subject to an additional claims excess as stated in the Schedule.

Commercial Vehicle Policy

Act Cover (Passenger Liability Exclusion)

M Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the Company shall be under no liability under Section II of this Policy in respect of death of or bodily injury to any passenger (other than a passenger carried by reason of or in pursuance of a contract of employment with a person insured by the Policy) travelling in or mounting into or dismounting from the Insured Vehicle at the time of the occurrence of the event out of which any claim arises.

Excluding Drivers over 70 years of age

N It is agreed that the Company will not be liable to make any payment under this Policy in respect of loss, damage or liability arising whilst the Insured Vehicle is being driven by or is in the charge of any person over 70 years of age.

Excluding Named Person(s) from Driving

O It is agreed that this Policy shall be inoperative whilst the Insured Vehicle is being driven by or is in the charge of any person named in the Schedule.

Passenger Negligence

P Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the Company will at the request of the Insured indemnify any passenger travelling in or mounting into or dismounting from the Insured Vehicle subject to the terms exceptions and conditions of Section II of this Policy.

Provided that:

- (a) the Insured Vehicle is not being driven by such passenger, or is in his charge for the purpose of being driven by him;
- (b) the passenger is not entitled to indemnity under any other Policy;
- (c) the passenger shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

Passenger Liability

Q Notwithstanding anything to the contrary contained in Exception (e) to Section II of this Policy it is hereby understood and agreed that the company will subject to the Limits of Liability indemnify the Insured 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 to any passenger travelling in or mounting into or dismounting from the cab of the Insured Vehicle at the time of the occurrence of the event out of which any claim arises provided that:

Commercial Vehicle Policy

Trailer Extension



Transit by Sea Extension



- (a) the Insured Vehicle is not being driven by such passenger, or is in his charge for the purpose of being driven by him
- (b) this benefit will not be payable to more persons than the Registered Seating Capacity of the Insured Vehicle.

R It is agreed that the indemnity granted by this Policy shall extend to apply to any one trailer owned by the Insured or for which the Insured is legally responsible but excluding the use of such trailer otherwise than within the “Limitations as to Use” set out on the relevant in force Certificate of Insurance issued in conjunction with this Policy provided that:

- (a) the Insured has not more than one trailer in use at any one time;
- (b) If Section I of this Policy is operative the amount payable by the Company in respect of any claim for loss or damage to any such trailer shall not exceed the amount stated in the Schedule;
- (c) the term “trailer”, shall not include the contents of the trailer except for permanent and immovable fixtures and fittings;
- (d) for the purpose of Section II of this Policy, the Insured Vehicle with trailer attached thereto by whatever means, shall together be deemed to constitute one Insured Vehicle for the purpose of determining the amount for which the Insured is to be indemnified;
- (e) at no time during the current period of insurance must the Insured Vehicle described in the Schedule pull, haul, or lead a trailer or body which is of a greater laden or unladen weight than the laden or unladen weight of the Insured Vehicle to which the trailer or body is attached.

S Notwithstanding anything contained herein to the contrary in Section I of the Policy, it is hereby declared and agreed that the Company shall accept liability in respect of damage to or loss of the Insured Vehicle caused during transit by sea between the Islands of the Bahamas.

Rev. 11/23