



## GK GENERAL INSURANCE COMPANY LIMITED

NEW KINGSTON  
Knutsford Boulevard

LIGUANA  
Sovereign Ctr.

DOWNTOWN  
Duke Street

MANDEVILLE  
Midway Mall

MONTEGO BAY  
Fairview Shopping Ctr.

PORTMORE  
Portmore Town Ctr.

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# COMMERCIAL MOTOR VEHICLE INSURANCE POLICY

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the 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 I - 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 strike riot and civil commotion directly caused by
    - (1) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout 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
    - (2) The willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lockout or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act

Provided that the indemnity given by reason by this Endorsement shall not apply to any accident loss damage or liability (except so far as it 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 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 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 shall be the maximum amount payable by the Company in respect of any loss or damage.
3. If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limit of Liability 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.
4. The Insured may authorize the repair of the Motor 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 Authorized Repair Limit
  - (b) a detailed estimate of the cost is forwarded to the Company without delay.

**COVER FOR THIRD PARTY FIRE AND THEFT** If the type of insurance cover is stated in the Schedule to be Third Party Fire and Theft the Company shall be liable under this Section only for loss or damage by fire external explosion self-ignition lightning theft or any attempt thereat.

#### **EXCEPTIONS TO SECTION I**

The Company shall not be liable to pay for

1.
  - (i) consequential loss depreciation wear and tear mechanical or electrical breakdowns failures or breakages
  - (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 tires unless the Motor Vehicle is damaged at the same time

#### 2. DEFINITION OF "ACCESSORIES OR SPARE PARTS"

The accessories and spare parts of the Motor Vehicle are covered whilst they are kept in or on the vehicle. Fitted in-vehicle audio/telecommunication equipment is included up to the amount stated in the schedule. Standard equipment that is fitted by the manufacturer is deemed to be part of the sum insured (overall market value) of the vehicle.

#### **SECTION II - LIABILITY TO THIRD PARTIES**

1. The company will subject to the Limits of Liability 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
  - (a) death of or bodily injury to any person
  - (b) damage to property
2. In terms of and subject to the limitations of and for the purposes of this Section the Company will indemnify any Authorized Driver who is driving the Motor Vehicle provided that such Authorized Driver.
  - (i) shall as though he were the Insured observe fulfill 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. The Company will at the request of the Insured arrange and pay for legal services up to a limit as stated in the schedule for defence in the event of proceedings being taken for any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

The Company's written consent to pay such fees must be obtained before they are incurred. The Company will only pay these legal fees if they arise from an accident that is covered under this policy.

4. 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.
5. The Company will pay all costs and expenses incurred with its written consent
6. 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.
7. 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

#### **EXCEPTIONS 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 there from
- (ii) death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment
- (iii) death of or bodily injury to any person (other than a 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 or entering or getting on to or 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 by 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 of attached to or on the Motor Vehicle except so far as is necessary to meet the requirements of the Legislation
- (ix) compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Jamaica
- (x) 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 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.

### **SECTION III - TOWING DISABLED VEHICLES**

This 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

### **SECTION IV – OTHER CLAUSES**

#### **1. EXCESS**

Notwithstanding anything to the contrary contained in Section I of this Policy the Company shall not be liable to pay the amount of the relevant Excess stated in the Schedule in respect of loss or damage to any motor vehicle referred to in the Schedule unless such loss is caused by Fire, External Explosion, Self-ignition, Lightning, Theft or any attempt thereat.

If expenditure incurred by the Company shall include any amount for which the Insured is responsible such amount shall be repaid by the Insured to the Company on demand.

#### **2. YOUNG OR INEXPERIENCED DRIVER EXCESS**

The Company shall not be liable to pay for the first 5 percent of the insured value of the vehicle of any amount payable in respect of loss of or damage to any motor vehicle referred to in the schedule (other than by fire self-ignition lightning or explosion or by theft or attempted theft) occurring whilst the motor vehicle is being driven or is for the purpose or being driven by him in the charge of any person who

- (a) is under 23 years of age
- (b) holds a provisional licence or has not held
  - (i) for a period of two years a driver's licence other than a provisional licence or
  - (ii) for a period of two years a driver's licence outside of the Geographical Area to drive a vehicle of the same class as such motor vehicle

The Insured shall indemnify the Company in respect of any amount not exceeding the aforementioned sum for which the Company makes payment in respect of any such loss or damage.

The terms of this exception shall apply independently of and in addition to any other excess or endorsement that may be applied to this Policy requiring the Insured to pay a specified sum in respect of any claim for which indemnity is provided under this Policy.

3. **UNAVAILABLE PARTS**

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that in the event of any claim for loss of or damage to any motor vehicle described in the Schedule hereto (for which liability exists under this Policy) necessitating the replacement of any part or accessory the liability of the Company hereunder shall not exceed local suppliers current list price of such part or accessory plus the reasonable cost of fitting.

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.

4. **GEOGRAPHICAL AREA**

Jamaica.

**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 on the Insured's order or with his permission or to his knowledge the motor vehicle is:-
      - (i) being used otherwise than in accordance with the limitations as to use
      - (ii) being driven by any person other than an Authorized Driver or is for the purpose of being driven by him in the charge of such person
  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 invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power or by any direct or indirect 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.
    - 1) a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
    - b) any liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission
  - 2) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
6. any punitive damages awarded against the Insured.

## 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, and in any event within thirty days, give notice thereof to the Company with full particulars. Every letter claim writ summons and 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 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 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.
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 ratable 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 to do so 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.

### **OTHER GENERAL EXCLUSIONS**

(These exclusions are applicable to all sections of the Policy.)

#### **Information Technology Hazards Clarification Clause**

Losses arising, directly or indirectly, out of:

- (i) loss of, alteration of, or damage to  
or
- (ii) a reduction in the functionality, availability or operation of

a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:-

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

#### **Data Exclusion Clause**

This Policy does not cover any liability, loss, damage cost or expense caused by, arising out of or related in any way, directly or indirectly to:

1. a) erasure, destruction, corruption, misappropriation, misinterpretation of “data”;  
b) erroneously creating, amending, entering, deleting or using “data”;

including any loss of use arising therefrom

2. the distribution or display of “data”, by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of “data”.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

“Data” means representations of information or concepts, in any form.

### **Genetically Modified Organisms (“GMOs”) Exclusion Clause**

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’s)

For the purposes of this exclusion the term, Genetically Modified Organisms (GMO’s) shall mean and include:

- organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change
- every biological or molecular unit with self replication potential, or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any province, State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into 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.

### **Pharmaceuticals Exclusion**

This Policy does not cover claims arising out of:

research, development, manufacturing, marketing and distribution of pharmaceutical products, including biologics, natural health products and implantable medical devices for treating or preventing diseases in humans and animals. This exclusion does not apply to retail sales of pharmaceutical products apart from unregulated internet sales.

- “Biologics” are commercial products derived from biotechnology
- “Implantable medical devices” are devices implanted in the human body for more than twenty (20) days

### **Transmissible Spongiform Encephalopathies**

This Policy does not cover:

1. Any liability, loss, cost or expense arising out of, resulting from, caused or contributed to by:
  - a. Transmissible Spongiform Encephalopathies (hereafter referred to as TSE)
  - b. Exposure to TSE or:
  - c. Exposure to any item that is known or suspected to cause, contribute to or enable TSE;
2. The cost of abatement, mitigation, removal or disposal of feed, feed additives or animals, or of any premises or equipment handling such items, as a result of any known or suspected connection between such items and TSE; or



3. Any costs related to a person's abatement, mitigation or removal of, or testing, medical monitoring, medical costs or cure for TSE.

This exclusion also includes:

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

### **War Exclusion**

This Policy excludes:

1. Any loss or damage occasioned by or through or in consequence, directly or indirectly of,
  - (a) war, invasion, act of foreign enemy, 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, insurrection, rebellion, revolution, 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 influence of it by terrorism or violence.

### **Electromagnetic Fields ("EMFs") Exclusion**

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.

### **Fungus, Mildew and Mould Exclusion Clause**

This Policy does not cover:

1. Any liability, loss, cost or expense arising out of, resulting from, caused by, contributed to, or in any way related to the existence, inhalation or exposure to any "fungus/fungi" and or "spore(s)"; or
2. Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any "fungus/fungi" or "spore(s)"; or
3. Any obligation to share with or repay any person, organization or entity, related in any way to items **1.** and **2.** above,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the injury or damage.

For purposes of this exclusion, the following definitions apply:

"Fungus/fungi" includes, but is not limited to, any form or type of mould, mildew, mushroom, yeast, or biocontaminant.

"Spore(s)" includes, but is not limited to, any substance produced by, emanating from, or arising out of any "fungus/fungi".

### **Terrorism Exclusion Endorsement**

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto 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.
2. For the purpose of this endorsement 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 organization(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
3. This endorsement 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.
4. If the Insurers allege 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.
5. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **Total Asbestos Exclusion**

It is hereby understood and agreed that 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.

### **Seepage Pollution or Contamination Exclusion**

This Policy shall not apply to loss or liability arising from:

Personal injury or bodily injury or loss of damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this exclusion 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 Policy.

**Silica or Silica Related Dust**

This Policy shall not apply to loss or liability arising from:

- a) Bodily injury arising, in whole or in part, out of the actual alleged, threatened or suspected inhalation of, or ingestion of, “Silica or silica-related dust”.
- b) Property damage arising, in whole or in part, out of actual alleged, threatened or suspected contact with, exposure to, existence of, or presence of, “silica or silica-related dust”
- c) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of “silica or silica-related dust”.

Definitions

“Silica” means silicon dioxide (occurring in crystalline, amorphous and impure forms) silica particles, silica dust or silica compounds.

“Silica-related dust” means a mixture or combination of silica and other dust or particles.



**FOR THE COMPANY**

## ENDORSEMENTS

**Endorsements do not apply unless so stated on the Schedule and are subject otherwise to all the Policy terms exceptions and conditions.**

### CV 1. HIRE PURCHASE/BILL OF SALE

The person(s) named in the Schedule as the Owner/Mortgagees of the motor vehicle or if the motor vehicle is the subject of the hire purchase/bill of sale/lease any monies which would ordinarily be payable to the Insured in respect of loss or damage to the motor vehicle (which loss or damage is not made good by repairs, reinstatement or replacement) shall be paid to the Owners/Mortgagees/Lessors as long as they are the Owners/Mortgagees/Lessors of the motor vehicle and their receipt shall be full and final discharge to the Company in respect thereof.

### CV 2. NAMED PERSON(S) ONLY DRIVING

It is agreed that this Policy shall be inoperative whilst any motor vehicle insured there under is being driven by or is for the purpose of being driven by him in the charge of any person other than a person named in Schedule.

### CV 3. COVER WHILST DRIVEN BY A MOTOR TRADER

Notwithstanding anything contained to the contrary in the Limitations as to Use but subject otherwise to the Terms of this Policy the insurance granted thereby shall be operative but only so far as it relates to the Insured whilst the Motor Vehicle is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair.

### CV 4. BREAKAGE OF GLASS IN WINDSCREEN OR WINDOW

The indemnity provided by Section I of this Policy is deemed to extend to any claim by the Insured for the cost of reinstating any glass in the windscreen or in the windows of the Motor Vehicle following breakage of such glass (provided there is no further damage to the Motor Vehicle) up to the maximum stated in the schedule and that this shall be deemed not to be a claim for the purposes of the No Claim Discount Clause.

For the purpose of this Endorsement any requirement in this Policy or any endorsement thereto that the Insured shall be responsible for a specified first sum of any amount otherwise payable shall be of no effect.

### CV 5. PASSENGER RISK

It is hereby agreed that Paragraph (iii) of Exceptions to Section II of this Policy is cancelled.

Provided that in the event of an accident occurring whilst the Motor Vehicle is carrying more than the legally authorized number of persons the Company shall only be liable to pay a ratable proportion of the total amount otherwise payable by the Company in respect of such accident in connection with the Motor Vehicle.

### CV 6. PASSENGER NEGLIGENCE

It is hereby noted that Subsection 2 of Section II is amended to read as follows:-

In the terms of and subject to the Limitations of and for the purposes of this Section the Company will indemnify Any Authorized Driver who is driving the Motor Vehicle or at the request of the Insured any person (other than the person driving) in or mounting into or dismounting from the Motor Vehicle such person being hereinafter called the Passenger provided that such Driver or Passenger

- (i) shall as though he was the Insured observe fulfil and subject to the terms of this Policy insofar as they can apply.
- (ii) is not entitled to indemnity under any other Policy

## EXCEPTIONS

The Company shall not be liable in respect of:

- a) death of or bodily injury to
  - (i) the Insured

- (ii) any person driving the Motor Vehicle or in charge of the Motor Vehicle for the purpose of driving
  - (iii) any person in the employment of the Driver or Passenger where such death or bodily injury arises out of or in the course of such employment
- b) damage to property belonging to or held in trust by or in the custody or control of the Insured or Driver or of the Passenger or being conveyed by the Motor Vehicle.

**CV 7. HIRE CARS – HIRER DRIVING**

It is hereby agreed that Notwithstanding anything to the contrary contained in this Policy unless the Motor Vehicle is being driven by or is for the purposes of being driven by him in the charge of the Insured or a person in his employ the Policy shall be operative only whilst the Motor Vehicle is let on hire by the Insured to any person (hereinafter called the “Hirer”) who:-

- (1) shall have entered into a Hire Contract with the Insured and who prior to such hiring shall have satisfactorily completed and signed a Declaration Form
- (2) shall have satisfied the Insured
  - (a) that the Motor Vehicle will be driven only by a person duly licensed to drive whose driving permit has not been endorsed
  - (b) that such person has not been refused Motor Insurance or had his Insurance Policy cancelled or had special conditions imposed or had increased premium asked for by reason of claims experience

Whilst the Motor Vehicle is let on hire to the Hirer the Company shall not be liable:

- (i) for any loss damage or liability due to or arising from theft or conversion by the Hirer
- (ii) if the Motor Vehicle is used by the Hirer for the carriage of passengers for hire or reward.

It is further agreed that it is a condition precedent to any liability under this Policy that the Insured shall have forwarded to the Company the Declaration Form referred to above completed by the Hirer immediately after receipt thereof which Form as well as the Proposal and Declaration referred to in this Policy shall be the basis of the contract expressed in this endorsement so far as it relates to the indemnity which is operative whilst the Motor Vehicle is let on hire to the Hirer

**CV 8. ‘NO SALVAGE’ CONDITION**

It is hereby understood and agreed that it is made a Condition of the Policy that the Insured shall not be entitled to abandon the salvage of any vehicle insured hereby to the Company whether taken possession of by the Company or not.

Subject otherwise to the terms, exclusions, provisions and conditions of this Policy.