

Thank you for choosing



As a GraceKennedy Company
We share the principles of
Honesty, Integrity & Trust.

Our Mission

A financially strong general insurance company, that provides distinctive customer solutions by building relationships operating excellently, and managing risk appropriately with well trained and motivated staff

DELIVERING THE PROMISE
THE GK GENERAL INTERNATIONAL INSURANCE COMPANY
CUSTOMER SERVICE CHARTER

CUSTOMER CARE

We are committed to providing you with superior service. We care about the service that we provide for our customers and we make every effort to exceed your expectations. Our Customer Service Charter below sets out the level of service we strive to sustain.

GK G PROMISES

1. QUALITY

We are pleased to promise the delivery of quality customer service to our valued customers. We have in place the GKG Quality Advantage Program in which all our team-members are trained, thereby ensuring the consistent and focused delivery of the kind of service our customers have come to expect from us.

2. VALUE FOR MONEY

Our corporate customer philosophy – “Driven by Excellence, Guided by Experience” underscores the company’s promise of value for money through the provision of quality insurance products and quality service to you our valued customer.

3. SERVICE RECOVERY

Although we set ourselves high standards, if we do not meet your expectations and you are dissatisfied in some way we would like to know. We have in place a complaints resolution system designed to ensure that a dissatisfied customer becomes a satisfied one again. All team members are trained in how to handle any complaints or concerns our customers might have about our products or service. We promise that complaining customers will have their complaints resolved promptly.

If you follow the guidelines below your complaint will be dealt with in the most efficient manner possible.

Step 1 Speak first to the person who arranged the policy or processed the claim for you. Have your policy or claim number ready as a reference

Step 2 If you remain dissatisfied, ask to speak to a Manager who will give personal attention to your enquiry and point you in the right direction if you wish to take the matter further.

4. PARTNERSHIP

We pride ourselves on the close partnership we have with our customers. We promise that we will continue to provide personally, pleasing, memorable interactions with our customers. We further promise that we will continue to demonstrate reliability, honesty and integrity, responsiveness and assurance in our everyday dealings with you our valued customer. Approachability and ease of contact of our service personnel will continue to be a cornerstone of this relationship.

IMPORTANT – Please Read

This is your Private Car Insurance Policy. It explains the extent of your insurance protection in detail. Please read your policy carefully to determine the exact cover provided and also what is not covered.

Your premium has been based upon the information shown in the policy schedule.

Please check your policy schedule attached to your policy to ensure the details stated there are correct.

You must notify us of any changes affecting your policy or risk that have occurred either since the policy started or since the last renewal date. If you are not sure whether certain facts are relevant please ask us. If you do not tell us about relevant changes, your policy may not be valid or the policy may not cover you fully.

Please read your policy carefully and keep it in a safe place. In addition, you should keep a written record (including copies of letters) of any information you give to us, or your Insurance Intermediary when you renew this policy.

THE CONTRACT OF INSURANCE

This policy is a contract of indemnity between you and GK General Insurance Company Limited (also referred to as GKG).

Subject to the policy terms conditions and endorsements, we will insure you against liability to others, loss or damage that may occur during any period of insurance for which we have accepted your premium.

On behalf of GK General Insurance Company Limited



.....
Pete Walker

Asst. General Manager - Commercial Lines

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DEFINITIONS

1. **The Schedule**
Contains details of you, the vehicle(s) insured and the insurance protection provided.
2. **The Certificate of Motor insurance**
A Certificate that proves you have the motor insurance that the law requires of you (See legislation below). The Certificate, not the policy, is the document that you will be required to provide to the police as proof of insurance.
3. **Indemnity**
Your right under this policy to require GKG to satisfy a liability incurred by you or your authorized driver, which is covered by this policy, up to the limits stated in the policy schedule.
4. **You/Policyholder**
The person, persons or company named as the policyholder in the schedule of this policy. If there is more than one person named in the schedule as the policyholder this policy applies jointly.
5. **Motor Vehicle**
A vehicle used for private purposes designed to be used on public roads or any other road that the public uses.
6. **Your Motor Vehicle**
The motor vehicle described in the schedule, which belongs to you, is leased by you or which you have bought under a hire purchase agreement or other loan agreement.
7. **We/ Us/Our/ GKG/ GK General**
GK General Insurance Company Limited.
8. **Period of Insurance**
This means from the Effective date shown in the Schedule until Midnight on the Expiry Date shown in the Schedule. The Period of Insurance includes any subsequent period for which the Company may accept payments for renewal of this Policy.
9. **Policy**
Policy means this booklet together with the Certificate of Motor Insurance the current Schedule and any Endorsements attached to the Policy or indicated on that Schedule as being operative. These are to be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning throughout.
10. **Market Value**
The cost of purchasing a vehicle of similar type and condition as yours.
11. **Geographical Area**
Jamaica
12. **Licence**
A driving licence or other permit issued by or on behalf of the Licencing Authority which has not been withdrawn or disqualified and is valid and currently in force on the date of the loss in respect of which the indemnity is being sought.
13. **New Vehicle**
A New Vehicle means a vehicle whose year of manufacture is not more than one (1) year before the date of purchase. It is required that the vehicle has been purchased for the first time (in any country or territory), has never been preowned and is being insured for motor insurance for the first time.
14. **Endorsement**
Changes in the terms of the Policy.
15. **Policy Excess**
An amount which you are responsible for if your vehicle is damaged, destroyed or stolen.
16. **Limits of Liability**
These are stated in the Schedule and are the maximum amount of the indemnity that we will provide in respect of claims made against you by others, and/or for other coverages.
17. **Legislation**
The Motor Vehicle Insurance (Third Party Risks) Act, 1941, Chapter 257 (or as amended at the date of issue or renewal of this Policy).

SECTION 1 LIABILITY TO OTHERS

1. INDEMNITY TO THE POLICY HOLDER (YOU)

We will indemnify you subject to the Limits of Liability stated in the schedule against liability at law for damages and claimant's costs and expenses and all costs and expenses incurred with our written consent in respect of

- a) Death of or bodily injury to any person
- b) Damage to property in respect of any one accident or number of accidents arising from one occurrence

where such death injury or damage arises out of an accident caused by or in connection with the insured vehicle or any other vehicle that this Policy permits you to drive.

We also insure you in the same way whilst you are driving a private motor vehicle not belonging to you, as long as you did not hire it under a hire purchase or vehicle rental agreement, and that it was not hired by your employer or other person; and provided that such vehicle is not insured under any other policy.

2. INDEMNITY TO OTHER PEOPLE

Subject to the Limits of Liability we will also insure:

- anyone you authorise to drive or use your vehicle as long as such person is permitted by law to drive, is not entitled to indemnity under any other policy, and as long as your Policy Schedule and Certificate allows this and such person shall observe and be subject to the terms of this policy
- any passenger traveling in or getting into or out of your vehicle
- the legal personal representative of any one who dies whilst insured under this policy, we will protect that person's estate against any liability the deceased person has if that liability is insured under this policy.

3. LEGAL FEES AND EXPENSES

We will pay:

- the attorney's fee if you, your driver or passenger is represented at a Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction; and
- for legal services to defend you, your driver or passenger if proceedings are taken for any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section

The maximum amount we will pay is stated in the schedule. Our written consent to pay such fees must be obtained before they are incurred. We will only pay these legal fees if they arise from an accident that is covered under this policy.

EXCEPTIONS TO SECTION 1 OF YOUR POLICY (WHAT WE DO NOT COVER)

Your policy does not insure the following –

- 1) Liability for the death of or injury to, any employee arising out of or during the course of his or her employment if caused by anyone we insure under this policy other than as necessary to meet the requirements of The Motor Vehicle Insurance (Third Party Risks) Act
- 2) The liability of anyone who is protected under the liability section of any other insurance
- 3) Liability for any vehicle which belongs to or is being bought by you or your spouse, or is being leased by you, and which you have not insured with us
- 4) Liability for loss of or damage to, property belonging to or in the care of you or anyone we insure by this policy who claims under this part of the policy

- 5) Liability while the vehicle is in or on that part of an aerodrome, airport, airfield or military base provided for
 - The take off or landing of aircraft and for moving aircraft on the surface; or
 - Aircraft parking aprons including the associated service roads, refueling areas and ground equipment parking areas
- 6) We will not indemnify you, your driver or passenger if the terms of the policy are not observed
- 7) We will not indemnify you in respect of the judgement sum, costs and expenses of litigation recovered by a claimant from you that are not incurred in and recoverable in Jamaica.
- 8) The liability of any person driving the insured vehicle who does not hold a valid licence to drive such vehicle or who is disqualified from holding or obtaining such a licence.

SECTION 2

LOSS OR DAMAGE TO YOUR VEHICLE

1. **WHAT WE COVER**

If your vehicle is lost, stolen or damaged as a result of:

- a) Accidental collision or overturning
- b) Fire, external explosion or lightning
- c) Theft or burglary
- d) A malicious act
- e) An accident whilst it is being transported
- f) Flood, hurricane, volcanic eruption, earthquake or other convulsion of nature.

2. **METHODS OF SETTLEMENT**

At our option we may either:

- pay for your vehicle to be repaired; or
- replace your vehicle if it is lost, stolen or damaged beyond economic repair, or
- pay an amount in cash equivalent to the value of any loss of or damage to your vehicle.

3. **THE AMOUNT WE WILL PAY**

The most we will pay will be the lower of:

- the market value of your vehicle; or
- the amount you insured your vehicle for

We will not pay the cost of any repair or replacement that improves your vehicle beyond the condition it was in before the loss or damage occurred.

If the loss or damage to your vehicle necessitates the supply of a part not obtainable in Jamaica or we exercise our option to pay in cash the amount payable in respect of any such part the maximum we will pay will be the price quoted in the last catalogue or list price in Jamaica. If no such catalogue or list price exists, we will pay the price last obtained from the manufacturer plus the reasonable cost of transport other than by air to Jamaica and the amount of import duty and tax and the reasonable cost of fitting such part.

We are not responsible for the consequences of any delay in obtaining a part or accessory.

Your vehicle's spare parts and accessories are also insured as long as they are kept in or on your vehicle or in your private garage and fall within the maximum amount we will pay. Fitted in-vehicle audio/telecommunication equipment is included up to the amount stated in the schedule. Standard equipment that is fitted by the manufacturer will be treated as part of the overall market value of the vehicle.

4. INTEREST OF HIRE PURCHASE OR LOAN COMPANY

If the vehicle is part of a hire purchase or leasing agreement or other loan agreement any payment in cash made under this Section 2 of the policy shall be paid to the owner described in the Hire Purchase agreement or mortgagee described in the Bill of Sale or other legal owner of the vehicle, whose receipt shall be a full and final discharge in respect of the loss or damage to which the payment relates.

5. AUTHORISED REPAIR LIMIT

In the event of an accident that is covered by this policy you may authorise repairs to your vehicle provided that the estimated cost does not exceed the Authorised Repair Limit noted in your schedule. If you decide to effect such repairs a detailed estimate of the total cost of repairs must be forwarded to us within two weeks of the accident. If the estimate of repair exceeds this limit you must not ask a repairer to start work on any repairs without prior notice to, and approval from the Company.

6. EXCESSES

If your vehicle is lost, stolen or damaged you will have to be responsible for:

- i. In respect of accidental collision or overturning, a malicious act or an accident whilst being transported, an amount equal to the percentage of the sum insured, and subject to minimum and maximum amounts, stated in the schedule;
- ii. In respect of burglary, theft or attempted theft an amount equal to the percentage of the sum insured stated in the schedule, not subject to any maximum limit that may be stated in the schedule.

This excess will not apply if the loss or damage is caused by fire, lightning or explosion.

7. ADDITIONAL EXCESSES FOR YOUNG OR INEXPERIENCED DRIVERS

If your vehicle is damaged whilst being driven by a young or inexperienced person (including yourself if relevant) as defined in the schedule, you will have to pay an additional amount equal to five percent (5%) of the sum insured, added on to the excess noted above.

You will not have to pay this additional excess if:

- your vehicle is damaged while it is lawfully parked and unattended; or
- the loss or damage is caused by fire, lightning, explosion, theft or attempted theft.

8. WRECKER AND STORAGE FEES

If as a result of a motor accident your vehicle is disabled we will pay the reasonable cost of protecting your vehicle or taking it to the nearest suitable repairer or your home. This cover is subject to the limit noted in your schedule.

9. NEW VEHICLE REPLACEMENT

If, within one (1) year of purchase and registering a new vehicle, as defined, in your name, your vehicle is either:

- stolen or lost and not recovered; or
- Damaged so that repairs will cost more than sixty percent (60%) of its list price (including taxes and the cost of accessories) at the date of the accident

We will replace your vehicle, with another vehicle of the same year, make and model, if one is available, the lost of damaged vehicle will then belong to us.

If a replacement vehicle of the same year, make and model is not available, or you do not agree to accept the replacement vehicle, we will pay an amount in cash equivalent to the cost to us of replacing your vehicle with one of the same year, make and model had one been available.

10. PERSONAL BELONGINGS

We will pay for personal belongings in or on your vehicle if they are lost or damaged because of accident, fire or theft up to the amount stated in the schedule. This payment will not affect your No Claim Bonus.

This Extension does not cover loss of or damage to:

- money, stamps, tickets, documents or securities; or
- trade goods or samples; or
- property insured under any other policy; or
- property left in an unattended vehicle unless the loss is accompanied by forcible and violent entry.

11. WINDSCREEN AND GLASS DAMAGE

Your policy is extended to cover any claim made by yourself 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 your vehicle; up to the maximum stated in your schedule. This will not affect your No Claim Discount.

We will not pay more than two (2) windscreen or window breakage claims under this section in any one policy year.

12. MEDICAL EXPENSES

We will refund the cost of medical expenses of anyone (including yourself) in your vehicle who is injured in the event the vehicle is involved in an accident covered by this policy up to the amount stated in the schedule. This payment will not affect your No Claim Bonus.

13. PERSONAL ACCIDENT BENEFITS

We will pay the following percentages of the maximum limit stated on the schedule if you and/or your wife/husband is/are accidentally injured and within 3 months of the accident the injury is the only cause of

- death – 100%
- total loss by physical severance at or above the wrist or ankle of both hands or both feet or one hand together with one foot - 100%
- total and irrecoverable loss of all sight in both eyes – 100%
- total loss by physical severance at or above the wrist or ankle of one hand or foot together with total or irrecoverable loss of sight in one eye – 50%

to receive this payment the accident must have:

- occurred in direct connection with your vehicle; or
- happened when you or your husband/wife was traveling in, getting into or out of any other vehicle.

We will pay the injured person(s) or his, her or their appointed legal representative(s).

If you or your wife/husband holds any other GKG motor insurance policy, we will only pay out under one policy.

Payment will be made under only one item in respect of each occurrence and in the event both you and your spouse are injured in the same event priority will be given to the insured named in the schedule. The total payment in any period of insurance shall not exceed the maximum limit stated in the schedule.

Any payment under this section will not affect your No Claim Bonus.

This Personal Accident Insurance Does Not Cover –

- Anyone who is under 16 years of age or over 65 years old at the date of the accident
- Bodily injury consequent upon self-injury, suicide (whether felonious or not) or any attempt thereat.

EXCEPTIONS TO SECTION 2 OF YOUR POLICY

YOUR POLICY DOES NOT INSURE THE FOLLOWING

1. Loss of use
2. Loss by deception
3. Loss by depreciation
4. Decrease in the value of your vehicle following repair(s)
5. Wear and tear
6. Mechanical or electrical breakdowns failures or breakages
7. Damage to tyres unless the vehicle is damaged at the same time
8. Loss of or damage to any vehicle that you are driving or using, which does not belong to you, or is being bought by you under a hire purchase agreement or other loan agreement or is leased to you.

GENERAL FEATURES

NO CLAIM BONUS (NCB or NCD)

If you do not claim under this policy during the current period of insurance and have not claimed in the previous period of insurance your No Claim Bonus will increase by one step each year on the Company's No Claim Bonus scale.

NO CLAIM BONUS NOT TRANSFERABLE

Your No Claim Bonus is not transferable to anyone else. GKG gives it to you in recognition of your claim free driving. If this policy covers more than one vehicle, your No Claim Bonus will apply as if a separate policy had been issued for each vehicle.

LOYALTY BONUS

Once you have been insured with us for five years and have reached the maximum No Claim Bonus it will not be reduced unless in any five-year period you have

- three or more claims or,
- one or more claims with a total combined cost of \$500,000 or more.

If you have three claims or one or more claims with a total combined cost of \$300,000 or more in any five-year period your No Claim Bonus will be reduced, one or more steps, at the next renewal.

If you have more than three claims your No Claim Bonus will be completely withdrawn at the next renewal.

Note— Although your No Claim Bonus may be protected your premium may still increase if we consider that, as a result of your claims experience or your receiving motoring convictions, the probability of future claims has increased.

WHEN YOUR VEHICLE IS OUT OF USE – SUSPENDING COVER

If, for any reason (apart from loss or damage which is insured by this policy), your vehicle will be out of use for more than 60 consecutive days you may suspend this policy.

However, while your policy is suspended we will still insure your vehicle against loss or damage by fire, theft, flood, typhoon, hurricane, earthquake, volcanic eruption, strike, riot and civil commotion.

If you want to suspend this policy you must send your Certificate of Motor Insurance back to us. The policy will be suspended from the day we receive the Certificate. For the period of suspension, we will refund 65% of the premium for that period.

This facility is limited to one period of suspension in any one policy year.

Warning

During the period of suspension when you are not covered by insurance, if the vehicle is used on the road with your order or permission you are potentially liable by law for any loss or damage, which occurs.

WHEN YOUR VEHICLE IS BEING SERVICED

Your vehicle will still have the full protection of this policy when it is being serviced or repaired unless the driver has never held a driver's licence or has been disqualified from driving or whose licence has been withdrawn or is not valid or not currently in force; or the use of the vehicle is wholly unconnected with the servicing or repairing.

GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

NOTE: Where we decide that by reason of the provisions of these exclusions any accident, loss, damage, expense, liability or bodily injury is not covered by this insurance, the burden of proving the contrary shall be upon you.

YOUR POLICY DOES NOT INSURE THE FOLLOWING

1. Any liability, injury, loss or damage arising while any vehicle insured by this policy is being:
 - used for a purpose for which the vehicle is not insured, or
 - driven by anyone who is not the holder of a valid drivers licence which is in force at the time of the loss or damage.
 - driven by any person whilst under the influence of any intoxicating substance.
2. Anyone who does not observe or meet the policy terms and conditions.
3. Any liability, injury, loss or damage that occurs outside the Geographical Area.
4. 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, military or usurped power.
5. Any liability, injury, loss or damage arising from detention, seizure, confiscation or any attempt thereat.
6. Loss, destruction, damage or liability directly or indirectly caused by or arising from or in consequence of:
 - a) nuclear weapons material;
 - b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this clause, combustion shall include any self-sustaining process of nuclear fission.
7. Any liability you have accepted by agreement or contract unless you would have had that liability anyway.
8. Any indemnity in respect of judgements that are not in the first instance delivered by or obtained from a court of competent jurisdiction within Jamaica.
9. Any punitive or exemplary damages awarded against you.
10. 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.

11. 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.

12. GENETICALLY MODIFIED ORGANISMS (“GMOs”) 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 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.

13. 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.

14. FUNGUS, MILDEW AND MOULD

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, organisation 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 bio-contaminant.

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

15. TERRORISM

- a. 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 whatever 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

- b. 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 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.
- c. 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.
- d. 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.
- e. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

16. 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.

17. TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHIES

This policy does not cover:

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

This exclusion also includes:

- 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.

18. SEEPAGE, POLLUTION AND CONTAMINATION

This Policy does not cover any liability for:

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.

19. TOTAL ASBESTOS

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.

20. SILICA OR SILICA RELATED DUST

This policy does not cover:

- 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.

GENERAL CONDITIONS
(APPLICABLE TO ALL SECTIONS)

This Policy and the Schedule are to be taken together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy or the schedule shall bear such specific meaning wherever it appears.

1. We will only provide the insurance described in this policy if:
 - anyone claiming protection has met all its terms and conditions; and
 - the information you gave on your proposal form and declaration is correct and complete.
2. After any loss, damage or accident you shall give us full details of the incident in writing within 30 days.
3. You must send every communication about a claim to us without delay and must also tell us if anything is known about any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving anyone insured by this policy.

No person claiming under the policy must admit to, negotiate on or refuse any claim unless they have written permission from us.

4. If anyone makes a claim for any liability, loss or damage that is also covered by any other insurance policy we will only pay our share of the claim. This condition does not apply to the personal accident benefits, as described in this policy.
5. You or anyone who has the care, custody or control of the insured vehicle must take all reasonable precautions to:
 - keep the vehicle in good roadworthy condition, and
 - protect it from loss or damage.
6. You must let us examine your vehicle at any reasonable time.
7. You must tell us if any vehicle that is insured in your name belongs to anyone else or is being used regularly by another person.

8. We can:
- take over and conduct the defence or settlement of any claim; and
 - take proceedings at our own expense and for our own benefit to recover any payment we have made under this policy.

We will take this action in your name or in the name of anyone else insured by this policy. You, or the person whose name we use must co-operate with us on any matter affecting this insurance including any legal proceedings.

9. If we accept your claim but disagree with the amount due to you, the matter will be passed to a legally appointed arbitrator. When this happens, an arbitration award must be made before proceedings can be started against us. If we disclaim any part of your claim and you do not refer such claim to an Arbitrator within twelve calendar months from the date of such disclaimer the claim shall for all purposes be deemed to have been abandoned and cannot be pursued again.
10. You may at any time cancel this policy by giving us ten days notice in writing and delivering to us your certificate(s) of motor insurance or cover note(s).

We will then refund part of any unexpired premium due to you provided no claim has arisen during the current period of Insurance. The charge for the expired portion of your insurance will be calculated on the basis of our Short Period rates from the date we receive your certificate(s) or cover note(s).

We may cancel this Policy by sending ten (10) days notice by registered letter or recorded delivery to your last known address. You will then be entitled to a proportionate return of premium but you must deliver to us your certificate(s) of motor insurance or cover note(s).

11. If by virtue of the laws of Jamaica we are required to settle a claim, or make a payment, including any sums beyond the Motor Vehicles (Third Party Risks) Act limit, you will repay all sums paid by us which we would not otherwise have been liable to pay but for the legislation.
12. Any salvage may at our OPTION become our property at a value acceptable to us in our absolute discretion. Under no circumstances shall we take over salvage for which there is no certificate of title.

Sub-section 9 of Section 2 – “New Vehicle Replacement” will not apply at the Company’s option in the event this condition becomes operable.

ENDORSEMENTS

These do not apply unless stated on the schedule. These clauses if applicable are subject to all the Policy terms, exceptions and conditions.

1. REPLACEMENT VEHICLE HIRE

Your policy entitles you to have the use of the hired motorcar, of a make and model to be determined by us and subject to availability, if your car is off the road due to damage or theft insured under this policy. You can keep the hired vehicle for the number of consecutive days as stated under **Policy Limits - Replacement Vehicle Hire** on the **schedule**. This period begins on the day you collect the temporary replacement vehicle and runs for the number of days as stated on the schedule or until your vehicle is returned to you or the claim is settled whichever happens first.

The temporary replacement vehicle will be made available only when full details of the loss or damage are notified to us. This must be done as soon as possible after any loss, damage or accident. We will make all arrangements for the hiring of the vehicle.

The replacement vehicle will be restricted to the insured and one other named driver. Both the insured and the named driver must be between the ages 23 to 70 years and must have had their drivers license for more than one year.

2. FIRE AND THEFT EXTENSIONS

It is hereby agreed that under Section 2 of this policy the Company will indemnify you only in respect of loss or damage caused by fire, lightning, external explosion, theft or attempted theft.

3. NAMED PERSONS ONLY DRIVING

It is hereby agreed that the Company will indemnify you or the driver only when the vehicle is being driven by or for the purpose of being driven is in the charge of a person named in the schedule.

4. EXCLUDING OR LIMITING LIABILITY TO PASSENGERS

It is agreed that under Section 1 of this Policy the company is not liable for any injury to passengers or for any losses suffered by them. However, if an amount is stated in the Schedule against this endorsement the liability of the Company is limited to such amount in respect of any one claim or series of claims arising out of one cause.

5. EXCLUDING DRIVERS UNDER 23 YEARS OF AGE

It is agreed that the Company shall not indemnify you or the driver in respect of any loss or damage whilst your vehicle is being driven by or for the purpose of being driven is in the charge of any person under 23 years of age.

6. EXCLUDING DRIVERS WITH LESS THAN 2 YEARS EXPERIENCE

It is agreed that the Company shall not indemnify you or the driver in respect of any loss or damage whilst your vehicle is being driven by or for the purpose of being driven is in the charge of any person who has had a driver's licence for less than 2 years.

7. EXCLUDING DRIVERS OVER 70 YEARS OF AGE

It is agreed that the Company shall not indemnify you or the driver in respect of any loss or damage whilst your vehicle is being driven by or for the purpose of being driven is in the charge of any person over 70 years of age.

8. EXCLUDING NAMED PERSON(S) FROM DRIVING

It is agreed that the Company shall not indemnify you or the driver in respect of any loss or damage whilst your vehicle is being driven by or for the purpose of being driven is in the charge of any person named in the schedule as excluded from driving.

9a. EXCLUDING DRIVING OTHER VEHICLES

It is agreed that the Company will not indemnify you whilst you are driving a vehicle that is not noted on the schedule.

9b. EXCLUDING PERSONAL ACCIDENT

It is agreed that the Company will not indemnify you in respect of any personal accident loss.

10. Not used

11. CANCELLATION CONDITION

It is agreed that General Condition 10 is amended to read as follows:-

You may at any time cancel this policy by giving us seven days notice in writing and sending back your certificate(s) of motor insurance or cover note(s).

We will then refund part of any unexpired premium due to you provided no claim has arisen during the current Period of Insurance. The charge for the expired portion of your insurance will be calculated on the basis of our Short Period rates from the date we receive your certificate(s) or cover note(s).

We may cancel this Policy by sending thirty (30) days notice by recorded delivery or registered letter to your last known address. You will then be entitled to a proportionate return of premium but you must return to us your certificate(s) of motor insurance or cover note(s).

We will also cancel this policy in ten (10) days if you do not pay the premium or any installment of the premium. We will not refund any installment you have paid.

12. BILL OF SALE

It is hereby understood and agreed that the Mortgagees noted on the schedule are the mortgagees of the Motor Vehicle(s) and that the Motor Vehicle is the subject of a Bill of Sale by way of Mortgage made between the Insured of the one part and the Mortgagees of the other part and it is further understood 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 Motor Vehicle (which loss or damage is not made good by repair reinstatement or replacement) and such monies shall be paid to the Mortgagee as long as they are the Mortgagees of the Motor 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.

13. **HIRE PURCHASE**

It is understood and agreed that the loss payees noted on the policy schedule are the owners of the Motor Vehicle and that the Motor Vehicle is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part and it is further understood and agreed that the Owners 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 Motor Vehicle (which loss or damage is not made good by repair reinstatement or replacement) and such monies shall be paid to the Owners as long as they are the owners of the Motor Vehicle and their receipt shall be a full and final discharge of 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.

14. **Not used**

15. **AMENDED PERSONAL ACCIDENT BENEFITS**

It is understood and agreed that Sub-section 13 – Personal Accident Benefits under Section 2 of the within Policy is amended as set out below.

PERSONAL ACCIDENT BENEFITS

We will pay the following percentages of the maximum limit stated on the schedule if you and/or your wife/husband, **and/or any authorized driver**, is/are accidentally injured and within 3 months of the accident the injury is the only cause of

- death – 100%
- total loss by physical severance at or above the wrist or ankle of both hands or both feet or one hand together with one foot - 100%
- total and irrecoverable loss of all sight in both eyes – 100%
- total loss by physical severance at or above the wrist or ankle of one hand or foot together with total or irrecoverable loss of sight in one eye – 50%

to receive this payment the accident must have:

- occurred in direct connection with your vehicle; or
- happened when you or your husband/wife was traveling in, getting into or out of any other vehicle.

We will pay the injured person(s) or his, her or their appointed legal representative(s).

If you or your wife/husband **or any authorized driver** holds any other GKG motor insurance policy, we will only pay out under one policy.

Payment will be made under only one item in respect of each occurrence and in the event both you and your spouse are injured in the same event priority will be given to the insured named in the schedule. The total payment in any period of insurance shall not exceed the maximum limit stated in the schedule.

Any payment under this section will not affect your No Claim Bonus.

This Personal Accident Insurance Does Not Cover –

- Anyone who is under 16 years of age or over 65 years old at the date of the accident
- Bodily injury consequent upon self-injury, suicide (whether felonious or not) or any attempt thereat.

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

16. **INCREASED EXCESS FOR UNNAMED DRIVERS**

If your vehicle is damaged whilst being driven by an unnamed driver (i.e. a person not named as a driver on a proposal form or other communication signed by you) and in the event that the unnamed driver:

- i. Has had a claim and/or accident in which loss has been or will be incurred, occurring in the past 36 months (3 years) prior to the date of the damage
And/or

ii. Has held a valid (full) drivers' licence for a period of less than 24 months (2 years) prior to the date of the damage

You will have to pay an additional amount equal to two and a half percent (2.5%) of the sum insured added to the percentages stated under Sub-Sections 6 (and 7 if relevant) of Section 2 of your policy.

You will not have to pay this additional excess if:

- Your vehicle is damaged while it is lawfully parked and unattended; or
- The loss or damage is caused by fire, lightning, explosion, theft or attempted theft.

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