



IronRock Insurance Company Ltd.

1b Braemar Avenue, Kingston 10, St. Andrew, Jamaica

PRIVATE CAR 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 as stated in the Schedule and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy)

Signed the date First Incepted as stated in the Schedule

A handwritten signature in blue ink, appearing to read "A. Hwaite", is written over a large, light grey "SPECIMEN" watermark.

On behalf of the Company

Please read this Policy, the Schedule(s) and Certificate of Motor Insurance and make certain that they are in accordance with your requirements and advise us (or your Broker) if you find any errors or omissions.

Please keep these documents in a safe place.

SECTION I - LOSS OR DAMAGE

1.1 LOSS OR DAMAGE

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 flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature
- (d) by strike riot or civil commotion
- (e) by malicious act
- (f) whilst in transit (including the processes of loading and unloading incidental to such transit) by road rail inland waterway lift or elevator

1.2 GLASS DAMAGE

In the event of breakage of glass in the windscreen or window and consequential scratching of bodywork of the Motor Vehicle (provided there is no further damage to the Motor Vehicle) and provided no other claim is made or notified in respect of the incident, the Company will subject to the Limit of Liability indemnify the Insured against such damage which shall not be deemed to be a claim under this Policy for the purpose of the No Claim Discount Clause or the Excess.

1.3 WRECKER AND STORAGE FEES

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limits 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.

CLAIMS CONDITIONS APPLICABLE TO SECTION I

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. If to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase agreement or a bill of sale by way of mortgage such payment shall be made to the owner described in the hire purchase agreement or the mortgagee described in the bill of sale whose receipt shall be a full and final discharge to the Company in respect of such loss or damage. The liability of the Company under sub-sections 1.1 or 1.2 of this Section shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the Company's liability under sub-section 1.1 of this Section shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's estimate of value stated in the Schedule.

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

- (i) consequential loss depreciation wear and tear mechanical or electrical breakdown failures or breakages
- (ii) damage to tyres unless the Motor Vehicle is damaged at the same time
- (iii) for the first amount of any claim otherwise payable under this Section hereinafter referred to as the Excess and stated in the Schedule.

SECTION II - LIABILITY TO THIRD PARTIES

2.1 INDEMNITY TO POLICYHOLDER

The Company will subject to the Limits of Liability indemnify the Insured in the event of an accident caused by or arising out of the use 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 except where such death or injury arises out of and in the course of the employment of such person by the Insured
- (b) damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured

2.2 DRIVING OTHER VEHICLES

In the terms of and subject to the limitations of and for the purposes of this Section the Company will Indemnify the Insured whilst driving a motor car

- (i) not belonging to him and not hired to him under a hire purchase agreement or under a car rental agreement
- (ii) not belonging to or hired to his employer or his partner

2.3 INDEMNITY TO OTHER PERSONS

In the terms of and subject to the limitations of and for the purposes of this Section the Company will Indemnify any Authorised 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 Authorised Driver or Passenger

- (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

2.4 INDEMNITY TO LEGAL PERSONAL REPRESENTATIVES

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 the 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.

2.5 INDEMNITY TO MORE THAN ONE PERSON

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.

2.6 REPRESENTATION AND DEFENCE

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

2.7 MANSLAUGHTER DEFENCE

The Company will at the request of the Insured and subject to the Limits of liability arrange and pay for legal services for defence in the event of proceedings being taken for Manslaughter or reckless or dangerous driving causing death where such death may be the subject of indemnity under this Section provided that the person driving is not under 21 years of age

2.8 COST AND EXPENSES

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

EXCEPTIONS TO SECTION II

The Company shall not be liable in respect of

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

SECTION III- ADDITIONAL BENEFITS

3.1 MEDICAL EXPENSES

The Company will subject to the Limits of Liability pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or his driver or any occupant of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle

3.2 PERSONAL ACCIDENT

The Company will pay compensation for death sustained by the Insured his driver or any occupant

- (a) In direct connection with the Motor Vehicle or
- (b) whilst mounting into dismounting from or travelling in any Motor Vehicle in respect of which indemnity is provided by this Policy

and caused by violent accidental external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall occur within three calendar months of the occurrence of such injury provided always that:

- (1) Compensation shall be payable in respect of such persons arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the limits of indemnity stated in the Schedule
- (2) Such person is not less than 16 nor more than 70 years of age at the time of such injury
- (3) No compensation shall be payable in respect of death directly or indirectly wholly or in part arising or resulting from or traceable to (i) intentional self injury suicide (whether felonious or not) or attempted suicide physical defect or infirmity or (ii) an accident happening whilst such person is under the influence of intoxicating liquor or drugs

3.3 PERSONAL EFFECTS

The Company will indemnify the Insured against loss of or damage to personal effects (excluding money and jewellery) whilst such property is in or on the Motor Vehicle where such loss or damage is occasioned by fire external explosion self-ignition or lightning or burglary housebreaking or theft or attempt thereat provided always that:

- (a) the liability of the Company hereunder shall not exceed the limit of indemnity stated in the Schedule in respect of any one occurrence
- (b) the Company shall not be liable in respect of loss of or damage to goods or samples carried in connection with any trade or business

3.4 LOSS OF USE

The Company will in respect of loss or damage covered under SECTION 1.1 of this Policy in addition pay to

the Insured the reasonable cost of hiring alternative transportation provided that the benefit provided by this extension:

- (a) shall not exceed the daily limit for any one claim
- (b) shall be limited to the period recommended by the appointed assessor/adjuster to effect repairs or maximum days stated in the Schedule whichever is less in respect of any one claim
- (c) shall not be recoverable under any other Policy nor from any other party whatsoever save only such cost of alternative transportation as may exceed the amount granted hereunder
- (d) shall for all practical purposes represent the reasonable and realistic hire cost of a vehicle

- (e) type and specification broadly similar to that covered under SECTION I of this Policy will not apply to losses resulting from burglary, housebreaking or theft
- (f) shall become payable ONLY if payment for loss or damage covered under SECTION 1.1 is made otherwise to the Insured

NO CLAIM DISCOUNT CLAUSE

If no claim has been made under this Policy during the Period of Insurance the next renewal premium will be reduced by the applicable discount.

Should the Company consent to a transfer of interest in this Policy, the period during which interest was in the Transferor shall not accrue to the benefit of the Transferee.

If more than one vehicle is described in the Schedule to this Policy, the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

In the event of a claim under this Policy, the No Claim Discount will be reduced according to the Company's scale at the time of the accident.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person entitled to indemnity under this Policy or of any other person to recover an amount under or by virtue of the Legislation BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

1. any accident loss, damage or liability caused sustained or incurred
 - (a) outside the Geographical Area
 - (b) whilst any motor vehicle in respect of which indemnity is provided by this Policy is
 - (i) being used otherwise than in accordance with the Limitations as to Use
 - (ii) being driven by or is for the purpose of being driven by him in the charge of any person other than an Authorised Driver except that the indemnity provided to the Insured in respect of the Motor Vehicle shall operate whilst such Motor Vehicle is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair
2. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
3. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
4.
 - (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.
5. 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 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 any obligation

to share with or repay any person, organization or entity, 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”.

6. (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
(b) any liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission

7. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
8. loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
9. loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism or with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or.

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.

If the Company allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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 within thirty (30) days from the date of occurrence give notice in writing 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 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
6. At any time after the happening of any event giving rise to a claim or series of claims under Section II of this Policy the Company may pay to the Insured the full amount of the Company's liability under Section 2.1 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 thirty (30) 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 (7) 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
Notwithstanding the foregoing the insurance may be cancelled by the Company giving ten (10) days' notice in writing for non-payment of Premium
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 - 2.3 of this Policy
9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder
10. The due observance and fulfilment of the Terms of this Policy in so far 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