



# STATE INSURANCE

COMPANY LIMITED

Redcliffe Street P.O. Box 290 St. John's Antigua. W.I.  
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## COMMERCIAL VEHICLE POLICY

Note: For the Sections of the Policy applicable to this Insurance refer to "Insurance Provided" in the Policy Schedule as amended by any Endorsement.

**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 considerations 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 in the island of Antigua and Barbuda
2. (a) 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-section I 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 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.  
(b) In the event of any accessory or fitment needed to repair or replace damage to the Motor Vehicle and/ or accessory or spare part being unobtainable in the country in which the Motor Vehicle is held for repair as a standard (ready manufactured) article the liability of the Company shall be met by the payment of a sum equal to the value of such part at the time of the accident but not in any case exceeding the Manufacturer's latest price list in the country of origin plus import duty and the reasonable cost of freight otherwise than by air together with the current labour charge for the fitting of such part.
3. 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 following which the insured should authorise the repairer to prepare a detailed estimate of the cost of repair and submit to the Company without delay
4. The Insured may authorise 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 Authorised Repair Limit
  - (b) a detailed estimate of the cost is forwarded to the Company without delay

### EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

- (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 tyres unless the Motor Vehicle is damaged at the same time

### 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 claimants 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 Authorised Driver who is driving the Motor Vehicle provided that such Authorised Driver
  - (i) shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply
  - (ii) is not entitled to indemnify under any other policy
3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply
4. The Company will pay all costs and expenses incurred with its written consent
5. In the event of accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.
6. The Company may at its own option
  - (a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section
  - (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event

which may be the subject of indemnity under this Section

## EXCEPTIONS TO SECTION II

### The Company shall not be liable in respect of

- (i) death of or bodily injury to any person in the employment of the Insured, arising out of and in the course of such employment
- (ii) death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract or employment) 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
- (iii) damage to property by or in the control of the Insured or being conveyed by the Motor Vehicle
- (iv) damage to any bridge or weighbridge road or anything in or below the surface of the road due to weight of or vibration caused by the Motor Vehicle
- (v) compensation for damages in respect of judgements delivered by or obtained in the first instance otherwise than by a Court of competent jurisdiction within the Geographical Area.
- (vi) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Geographical Area

## 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

## 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. Each event for the first \$500.00 of the amount otherwise payable under section I – I (c) or (d)
2. any accident loss damage or liability caused sustained or incurred
  - (a) outside the Geographical Area
  - (b) whilst Motor Vehicle is
    - (i) being used otherwise than in accordance with the Limitations as to Use
    - (ii) being driven by or is for the purpose of being driven by anyone in the charge of any person other than an Authorised Driver
3. 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 flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war strike riot civil commotion 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 accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim
4. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
5. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
6. (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 nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination 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

**SCHEDULE**

<b>CERTIFICATE NO.</b>	<b>POLICY NO.</b>
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**INSURED:**            Name \_\_\_\_\_

Address \_\_\_\_\_

Carrying on or engaged in the business of and no other for the purposes of this Insurance \_\_\_\_\_

Period of Insurance:                    (a) From \_\_\_\_\_ To \_\_\_\_\_ (both date inclusive)

(b) Any subsequent period for which the Insured shall pay and the Company shall agree to accept a renewal premium

**Motor Vehicle:**    Any of the following: -

Registration Mark	Make and Type of Body	Horse Power Or c.c.	Year of Manufacture	Carrying or Seating Capacity including Driver	Insured's Present Estimate of Value including Accessories and Spare Parts

**Limit of Liability:**

Limit of the amount of the Company's Liability under Section I - (3) ..... \$150.00

Limit of the amount of the Company's Liability under Section II 1 (a) in respect of any

(i) one claim by any one person.....\$250,000.00

(ii) one claim or series of claims arising out of one event ..... \$1,000,000.00

(b) one claim or series of claims arising out of one event ..... \$250,000.00

**Authorised Repair Limit**.....\$750.00

**Excess**    As per policy

**Geographical Area:**            The State of Antigua/Barbuda

**Legislation:**            The Motor Vehicles Insurance Third Party Risk / Ordinance Cap 31 (as deemed at the date of issue or renewal of this Policy)

**Authorised Driver:** Any of the following

The Insured

(c) Any other person provided he/she is in the Insured's employ and is driving on his/her/their order with his/her/their permission

PROVIDED THAT the person driving holds a licence to drive the Motor Vehicle or has held and is not disqualified from holding or obtaining such a licence The term 'licence' means a licence or other permit required by the licensing or other laws or regulations.

**Limitations As To Use:**

**Policy does not cover:**

1. Use for racing, pace-making, reliability, trial or speed testing.
2. Use for any purpose in connection with the Motor Trade.

Date of Signature on Proposal and Declaration \_\_\_\_\_ Premium \$

Subject to Endorsement Nos: \_\_\_\_\_ as attached

Signed at St. John's Antigua and Barbuda on \_\_\_\_\_ 20\_\_\_\_

For and behalf of  
State Insurance Company Limited

Examined By \_\_\_\_\_

General Manager

### 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 the Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded 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 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 his 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 persons 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 rated portion thereof for the time during the current Period of Insurance 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 current Period of Insurance and the current Certificate(s) of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Company's Short Period rates for time during the current Period of Insurance the Policy has been in force.
8. If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under provision (ii) of Section II - 2 of this Policy.
9. All differences arising out of this Policy as to the amount of any loss or damage such difference 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 provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
10. In case damage to the vehicle is settled on a Total Loss Basis, no premium set-off or refund will be made for the unexpired period for which premium has been paid.
11. The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### COMPULSORY EXCESS

1. Compulsory Excess of \$ \_\_\_\_\_ in respect of each and every accident, fire and theft and acts of God.
2. And, if at the time of any accident;
  - a) the person driving the vehicle is under the age of 25 years
  - b) holds a provisional licence or
  - c) holds a licence but has been driving for less than two years

Additional Excess of \$ \_\_\_\_\_ in respect of each and every accident will apply besides the Compulsory Excess.

3. Voluntary excess (in addition to the above) \$ \_\_\_\_\_ (Where applicable)

*The policy is one of indemnity and the assured shall not be entitled to derive profit from any occurrence giving rise to a claim thereunder*

*Please read your Policy in full, including its conditions, and if it does not meet your requirements, return it immediately for alterations*