B R I T I S H   C A R I B B E AN INSURANCE COMPANY LIMITED

We thank you for insuring your motor vehicle with us under our **DIAMOND MAX POLICY.**

Your Policy should be read together with the *Certificate of Insurance* and the within *Schedule*, *Addendum* and *Endorsements* which may apply.

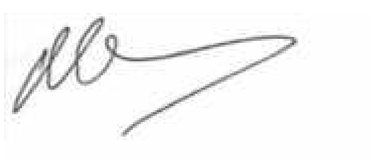
The contents of the document are explained on subsequent pages.

We have tried to make your Policy as straightforward as possible; firstly, by wording it as simply as we can; secondly, by structuring the document in a way which should make it easy to follow, and thirdly, by providing a guide to the various sections of the document.

At the back of this Policy are guidelines for making a claim in the event that:

(i) the vehicle is involved in an accident; or
(ii) the vehicle is stolen, damaged or destroyed by fire, lightning or explosion.

Peter D. Levy



Managing Director

This is a legal document and should be kept in a safe place.
Please read the Policy and Schedule carefully.
If they do not meet your needs return them to us or your Broker or Agent.

BRANCH OFFICE - Suite # 4, Building 2, Manor Lodge Complex, Green Hill, St. Michael, Barbados, W.I.

Contents of the Booklet

YOUR CERTIFICATE OF MOTOR INSURANCE

Your Certificate forms part of your Policy and in particular, specifies:

- the policyholder and policy number
- details of the insured vehicle
- period of insurance

It is also evidence that you have taken out the compulsory insurance required under The Road Traffic Act 1981 Cap. 295 (as amended). You may be required to produce it if you are involved in an accident or stopped by the Police.

YOUR POLICY

This sets out the cover which we provide:
If parts of the Policy are not in force or other terms and amendments apply the standard terms and conditions are amended by endorsement.

YOUR SCHEDULE

This identifies you, the Policyholder, and sets out details of the insurance including:

- the endorsements which apply;
- Authorized driver(s);
- Limitations as to use of the vehicle;
- Whether you are covered while driving other vehicles

DEFINITIONS

Agreed Value
The amount agreed at inception or renewal of the policy to be paid by us to you in the event of loss or damage to the vehicle including accessories. The vehicle must be no more than five years old.

Accessories
Permanently fitted audio or entertainment equipment (CD, radio or cassette playing equipment, DVD player, Ipod, GPS System).

Certificate of Insurance
This is a document verifying your insurance coverage containing information such as your policy number as well as current details of the insured motor vehicle. The certificate of insurance is the document which you may be required to produce to the Police as evidence of insurance.

It is also evidence that you have taken out the compulsory insurance required under The Road Traffic Act 1981 Cap. 295 (as Amended).

Driver
Any person driving the insured vehicle on your order or with your permission provided that the person driving holds a valid licence or other permit to drive the insured vehicle.

Endorsement
A written document which indicates amendments made to the terms and conditions of your policy.

Excess
The amount you would pay when you make a claim on your policy for damage or loss to your vehicle.

Main Driver
The person who makes the most journeys as the driver of your vehicle.

Market Value
The value of your vehicle at the date of loss or damage, taking into account its make, model, specification, age, mileage and condition of the vehicle as determined by an independent motor vehicle valuator.

Period of Insurance
The period of time covered by this insurance as shown in the Schedule.

Policy
The documents which form your insurance contract which includes the Policy Booklet, your certificate of Insurance, your Policy Schedule, the Addendum and any Endorsements, which may apply. It also includes the proposal and declaration. All of these must be read together as one contract. Any word or expression to which a specific meaning has been given bears the same meaning wherever it appears.

Your Vehicle
The vehicle described in your Schedule including the manufacturer's standard options and accessories fitted to it and other options, accessories and modifications that you have told us about and we have agreed in writing to cover.

Preamble

THE FOLLOWING APPLIES TO EVERY SECTION OF YOUR DIAMOND MAX (PRIVATE MOTOR VEHICLE) INSURANCE POLICY.

1. All terms used which are defined in this Policy, the Schedule, any Endorsements and/or Addendum shall have the meaning so ascribed to them. In the event of any conflict between any of the defined terms the meaning ascribed in the Policy, Schedule, Endorsements or Addendum to which the issue relates shall apply.

2. The Proposal and Declaration made by you, the Policyholder, form the basis of this contract and are deemed to be incorporated in this Policy.

3. All references to 'you' and 'your' should be read as references to the Policyholder.

4. Your Policy of insurance is underwritten by **British Caribbean Insurance Company Limited**, Suit # 4, Building 2, Manor Lodge Complex, Green Hill, St. Michael, Barbados, W.I. All references to 'us', 'we', 'our' 'the Company', 'British Caribbean', or BCIC are to be read as references to British Caribbean Insurance Company Limited.

5. Reference to 'your motor vehicle' (or vehicle) means the motor vehicle and its accessories and spare parts in or on the vehicle, belonging to you or hired to you under a Hire Purchase Agreement or under a hiring contract for not less than twelve months duration, as specified in your Policy Schedule.

6. In return for having received and accepted your first premium, and any further premiums we may require, we will provide the insurance contained in this Policy during the period of insurance, subject to the terms, exceptions, conditions and endorsements of the Policy.

7. We will also provide to you as a part of the cover under this Policy all the services described in the Addendum hereto (hereinafter referred to as "the Services") on the terms and conditions of use outlined in the Addendum. You are entitled to use and /or access these Services on the understanding that you have accepted all the terms and conditions of use outlined in the Addendum. **Please carefully read the terms and conditions of use and any promotional material which may be provided.**

Section 1

Loss or Damage to Your Vehicle

PART A - ACCIDENTAL DAMAGE COVER

If your vehicle is damaged, we will at our option pay:

i. The cost of repair or replacement, or
ii. the equivalent amount in cash up to market value of your vehicle at the time of damage or the Sum Insured in the Schedule whichever is the less.

If your Policy is written on an Agreed Value basis and there is a total loss we will pay the Sum Insured.

THE EXCESS (THE AMOUNT YOU PAY)

If your vehicle is damaged as a result of an accident you will be responsible for the first part of the cost of the loss or the damage as shown in your Schedule or Endorsement.

However,

i. if the driver is undeclared and 21 years old or younger you will be responsible for fifteen percent (15%) of the Sum Insured, subject to a minimum of $5,000;

ii. If the driver is undeclared and is older than 21 but less than 25 years old you will be responsible for fifteen percent (15%) of the Sum Insured, subject to a minimum of $2,500.

PART B – FIRE AND THEFT COVER

If your vehicle is lost by theft or damaged as a result of fire, lightning, explosion or attempted theft we will at our option pay:

i. the cost of repair or replacement, or
ii. the equivalent amount in cash up to the market value of your vehicle at the time of the loss or damage, or the Sum Insured stated in the Schedule (whichever is the less).

If your policy is written on an Agreed Value basis and is a total loss we will pay the Sum Insured.

THE EXCESS (THE AMOUNT YOU PAY)

If your vehicle is lost by theft or damaged as a result of fire, lightning, explosion or attempted theft you will be responsible for the first part of the cost of the loss or damage as shown in your Policy Schedule or Endorsement.

IF A CLAIM OCCURS UNDER PART A OR B WE WILL NOT PAY FOR:

1. wear and tear, depreciation or that part of the cost of any repair or replacement which improves your vehicle beyond its condition before the loss or damage occurred;

2. mechanical or electrical or electronic fault or breakdown;

3. damage to tyres caused by braking, punctures, cuts or bursts;

4. more than the retail price of any part or accessory;

5. consequential loss except as stated;

6. any further damage if the vehicle is driven after a loss or damage before the necessary repairs are done;

7. loss or damage to the vehicle if at the time of such loss or damage, the vehicle was being driven by any person under the influence of drink or drug in contravention of the Road Traffic Act 1981 Cap. 295 (as Amended).

Liability to Third Parties

If an accident involving your vehicle or any other vehicle which your Certificate of Motor Insurance permits you to drive or use results in death, bodily injury or damage to property, we will indemnify you against all damages and claimants' costs and expenses for which you are held liable at law - subject to the Limits of Liability stated below or the amount otherwise endorsed in the Policy:

LIMITS OF LIABILITY

Death or Bodily Injury	
(i) To any one person	$10,000,000
(ii) In respect of a series of claims resulting from any one incident	$30,000,000
Third Party Property Damage - in respect of any one claim or series of claims arising out of one event	$1,000,000

We will also indemnify the following persons:

1. Any person driving or using your vehicle with your permission provided they are permitted to do so by your Schedule of Insurance. I.
2. Any passenger travelling in, getting into or out of your vehicle.
3. The legal personal representatives of any person covered under this Section in the event of his/her death and in respect of liability incurred by such person.

We will not be liable:

1. if the death of or bodily injury to a person arises out of and in the course of his employment by any person we undertake to indemnify under this Section
2. for damage to any vehicle or property owned by or in the care of any person we indemnify under this Section

LEGAL COST

We will pay:

1. The Attorney's fees for representation at a Coroner's Inquest or Fatal Enquiry or any Court of Summary Jurisdiction up to the amount stated in your Schedule.
2. The cost of defending any driver at the time of the accident against a charge of manslaughter or of causing death by reckless or dangerous driving up to the amount stated in your Schedule.
3. All other costs and expenses incurred with our written consent.

EMERGENCY MEDICAL TREATMENT

If you are required to pay for any Emergency Treatment in accordance with the Legislation for injuries caused by or arising out of the use of a motor vehicle in respect of which indemnity is provided by this Policy you will be reimbursed by the Company up to the amount stated in your Schedule.

Your No Fault Discount will not be affected in such an event.

Benefits

NO FAULT DISCOUNT (NFD) (Applicable to Sections 1 and 2)

If no claim arises under this policy, your renewal premium will be reduced in accordance with the Discount Scale applicable at the renewal date.

No Fault Discount Scale

After one year	30%
After two years	40%
After three years	50%
After four years	60%
After five years	70%

No Fault Step Back Rules - if you are not earning the Maximum No Fault Discount, and the Company becomes aware of an event that it anticipates might give rise to a claim under this policy, your No Fault Discount will be removed.

If you are earning the Maximum No Fault Discount, and the Company becomes aware of an event that it anticipates might give rise to a claim under this Policy, your No Fault Discount will be reduced to the second year's discount on the above scale.

Your No Fault Discount will not be reduced in the following circumstances where you are regarded as not being at fault for the claim.

a. Rear end collision i.e. where your vehicle is struck flush in the rear by another vehicle, and there is undisputable evidence that you did not contribute to or cause the collision.

b. Parked vehicle collision i.e. where your vehicle is struck by another vehicle while it is lawfully parked on the roadway, and there is undisputable evidence that you did not contribute to or cause the collision.

c. Major/minor intersection collision i.e. where your vehicle is lawfully travelling on the major road in its proper lane and is struck by another vehicle exiting the minor road; and there is undisputable evidence that you did not contribute to or cause the collision.

d. Theft, fire, flood & act of God i.e. where the loss or damage to your vehicle is as a result of theft, attempted theft, fire, flood or an act of God, and said loss or damage did not result from any recklessness on your part.

e. Any other accident where we are satisfied based on a preponderance of evidence that the accident was not your fault, or your driver's fault.

If any of the circumstances listed in (a-e) directly above occur, there is evidence that you are at fault, whether wholly or partially, your No Fault Discount will be reduced in accordance with the Scale above.

If two or more At-fault claims are made during any period of insurance, the No Fault Discount which you have earned will be withdrawn completely.

Your No Fault Discount cannot be transferred to anyone else.

Second Vehicle No Fault Discount - if you are earning a No Fault Discount on an existing vehicle, the same No Fault Discount will be applied to a second vehicle being insured by you, provided that you are the main driver of the second vehicle.

Second Vehicle No Fault Discount is not applicable to company owned vehicles.

In the event of a claim, the No Fault Discount Step-Back rules will apply.

Protected No Fault Discount - if you have held the maximum discount for at least two years, your discount will not be reduced as a result of an At-Fault claim, provided that you do not have more than two claims in any five year period.

BREAKAGE OF WINDSCREEN AND WINDOW DAMAGE (Applicable to Part A only)

We will pay for the breakage of glass in the windscreen or windows and consequential scratching of the bodywork of your vehicle, provided that there is no other or further damage to the vehicle.

This claim will not affect your No Fault Discount.

ALTERNATIVE TRANSPORTATION COSTS (CONTRIBUTION TO 'LOSS OF USE)

If your motor vehicle is disabled due to accidental damage, fire or theft or attempted theft, you will be eligible for compensation for the cost of alternative means of transportation subject to the daily amount and duration stated in the Policy Schedule.

This amount will be paid to you upon receipt of the Assessor's report and will be subject to the number of days for repairs as recommended in the report. Should the vehicle be declared a total loss the maximum amount will be paid.

However, if you opt for the rental vehicle benefit under this policy, you will not be eligible for compensation for the cost of alternative means of transportation.

RENTAL OF A VEHICLE

This benefit only applies if you have selected it and have paid the additional premium.

If your vehicle is accidentally damaged or is lost by theft or damaged as a result of attempted theft or fire, lightning or explosion, you are entitled to have the use of a rental vehicle for the period indicated in your Schedule.

This period begins on the day you collect the rental vehicle and runs for the period you have selected as noted on your policy Schedule or until your vehicle is returned to you or the claim is settled, whichever happens first.

The rental vehicle will be made available to you when full details of the loss or damage including an estimate of repairs, where applicable, are notified to us in writing. This must be done as soon as possible after any loss, damage or accident.

The benefit is only payable if the cost of repairs exceeds your policy excess and/or your vehicle is not drivable.

<u>Conditions that Apply</u>

1. During the period, damage to the rental vehicle will be insured in accordance with the terms and conditions of the policy of insurance under which your own vehicle is insured.

2. The driver must be 23 to 75 years old and should have a Full Driver's Licence which is not less than 12 months old.

3. You will be required to pay for petrol and any other consumables used during the rental period.

4. If there is accidental loss or damage to the rental vehicle, you will need to lodge a new claim with us and pay us any excess that applies. This excess is in addition to the excess which may be payable by you for any damage to your own vehicle.

5. Any claim for loss or damage to the rental vehicle will be made under your policy, as long as the driver, or the person last in charge of the vehicle is permitted to drive under your policy in accordance with your Certificate of Insurance and by the agreement with the Hire Car Company.

6. Any payments we have to make under your policy for loss of or damage to the rental vehicle will be made to the Hire Car Company.

7. The terms and conditions of the Hire Car Company apply as well as ours. You will be given a copy of the Hire Car Company's terms and conditions when you receive the hire vehicle. If there is any difference between our terms and conditions and the terms and conditions of the Hire Car Company, our terms and conditions will apply.

8. If the type of vehicle selected is unavailable, we will pay for the cost of rental of another type of vehicle up to the amount that would have been payable.

9. This benefit replaces the Alternative Transportation Cost benefit under this policy.

NEW VEHICLE REPLACEMENT

If your vehicle sustains damage in excess of 50% of its pre-accident market value or in the case of an Agreed Value policy, 50% of the Agreed Value OR is stolen and not recovered, we will replace it with a new vehicle provided that the following conditions are met:

1. You owned the vehicle from new with no previous registered owners; and
2. Your vehicle is damaged or stolen within the first year of its original registration.

The replacement vehicle:

1. will be of the same year, make, model and specification as your vehicle;
2. will be fitted with the same options and accessories as those fitted to your vehicle; and
3. has to be locally available from a registered car dealer. If not locally available, we will pay the market value of your vehicle at the time of the loss or the sum insured, whichever is less.

We will need to obtain the approval of your mortgagee if applicable, before we replace your vehicle.

PROTECTION AND REMOVAL (WRECKER) FEE

We will pay the reasonable cost of protecting your vehicle, removing it to the nearest repairers when necessary and delivering it after repair to your address subject to the amount stated in the policy Schedule.

PERSONAL EFFECTS

If personal effects in your vehicle are lost or damaged by accident, fire, lightning, explosion, theft or attempted theft, we will compensate you or the owner up to a total of $1,250.

We will not pay for:

1. money and other negotiable instruments, stamps, tickets, documents and securities;

2. goods, samples or equipment carried in connection with any trade or business.

PERSONAL ACCIDENT

If you and/or your husband or wife is injured solely as a direct result of an accident involving your vehicle, we will pay $7,500 if within 12 months the injury results in:

1. death, or

2. total loss of use, or loss by physical severance at or above the wrist or ankle, or one or more limbs, or

3. total and irrecoverable loss of sight in one or both eyes.

Payment will be made directly to the injured person or to the legal personal representatives of that person in the event of his/her death.

The maximum amount payable to any one person following any one accident is $7,500. If that person has more than one Motor Policy with us, payment will be made under one Policy only.

MEDICAL EXPENSES

If you or any person travelling in your vehicle is injured in an accident involving your vehicle, we will pay medical expenses incurred up to the amount stated in the Schedule.

General Exceptions and Conditions

APPLY TO EVERY SECTION OF THIS POLICY

General Exceptions

British Caribbean will not be liable:

1. **Change of Vehicle - Notification and Acceptance** to make any payment under this policy (except, so far as is necessary to meet the requirements of The Road Traffic Act 1981 Cap. 295 (as Amended) unless details of your vehicle have been notified to us and we have agreed to insure it.

2. **Driving and Use**
   to make any payment under this Policy if at the time of the accident, injury, loss or damage your vehicle was being

   (a) driven or used other than in accordance with the Limitations as to Use set out in the Policy Schedule;

   (b) driven by any person who is disqualified from driving or has not held a Driver's Licence or is prevented by law from obtaining one.

3. **Contractual Liability**
   in respect of any liability which arises under a contract or agreement unless such liability would have otherwise applied.

   Airside Liability
   In respect of any liability arising from the use of any motor vehicle at any airport runway, or aerodrome runway, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access.

5. **Radioactivity**
   for loss or destruction of or damage to any property or any consequential loss or any legal liability directly or indirectly caused by contributed to by or arising from

   (a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

   (b) the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component.

6. **Supersonic Aircraft**
   for loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

7. **War Risks**
   any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely:

   (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 influencing of it by terrorism or violence.

General Conditions

1. Compliance with Terms and Disclosure

Our liability to make any payment under the Policy will be conditional upon the compliance with its terms and conditions by any person claiming indemnity or benefit and upon the truth and accuracy of the information given to us in the Proposal Form.

2. Your Duty to Prevent Loss or Damage

You must take all reasonable steps to protect your vehicle against loss or damage and to maintain it in a safe and roadworthy condition.

3. Your Obligation in Making a Claim

In the event of a claim or possible claim under this Policy, you and any person claiming protection must not negotiate, admit liability nor make any offer, promise or payment without our written consent, and must:

(a) notify us as soon as reasonably possible, giving full details of the occurrence;

(b) give us written notice immediately you have knowledge of any impending prosecution, legal proceedings, inquest or fatal injury in connection with any occurrence for which there may be liability under this Policy;

(c) send to us immediately on receipt every relevant letter, claim, Accident Report Form, Claim Form, Summons or any court documentation;

(d) give us all such information and assistance as we may require.

4. Our Rights Following a Claim

In the event of a claim or possible claim under this Policy, we will be entitled to:

(a) exercise sole control over dealings with any claim and associated legal proceedings relevant to it;

(b) prosecute in your name but for our benefit any claim for damages or indemnity.

5. Payment to Legal Owner

We reserve the right to make any payment in respect of loss or damage to your vehicle to the legal owner of the vehicle.

6. **Fraud**
   All rights under this Policy will be forfeited if any claim made is in any respect fraudulent or if any fraudulent means or device is used by you or anyone acting on your behalf to obtain any benefit or protection under this Policy.

   Fraud Prevention and Detection
   In order to prevent and or detect fraud we may at any time:
   a) share information about you with other organizations including the police; or
   b) check and share your details with fraud prevention and detection agencies.

   If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organizations may also access and use this information to prevent fraud and money laundering.

7. **Local Jurisdiction**
   The indemnity provided under this Policy relates to indemnity, liability and recoverable expenses as determined by a court of competent jurisdiction within Barbados only.

8. **Other Insurance**
   If any loss, damage or liability covered by this Policy is also covered by any other insurance taken out by you or on your behalf (Save and Except for the Personal Accident benefit under this Policy), we will be liable only for our rateable proportion of the loss, damage or liability if you are claiming benefit or protection. We will not make any payment if any other person is claiming benefit or protection.

9. **Cancellation**
   We may cancel this Policy by giving ten (10) days written notice by registered letter to you at your last known address. We will return to you the unexpired portion of the premium once you have returned the Certificate of Motor Insurance or Cover Note.

   You may cancel this Policy by giving written notice to us.

   If a claim has arisen during the current period of insurance, no refund of premium will be made. Otherwise you will be charged for the cover provided according to our short period rates calculated up to the date on which we receive your Certificate of Motor Insurance.

10. **Avoidance of Certain Terms and Rights of Recovery**
    Nothing in this Policy or any endorsement 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 Road Traffic Act 1981 Cap. 295 (as Amended).

    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.

11. **Arbitration & Legal Proceedings**
    If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute

will be referred to an Arbitrator. The Arbitrator will be appointed jointly by you and us in accordance with the Arbitration Act of Barbados Cap. 110 for the time being in force and the submission on arbitration shall be governed by that Act.

You may not take legal action against us over the dispute before the Arbitrator has reached a decision.

You may not take legal action against us or commence arbitration proceedings in respect of any loss after twelve (12) months from the date of such loss unless legal proceedings or arbitration have already commenced within such 12 month period.

General Information

Change of Risk

Changes of risk may affect your eligibility for this Policy. Please notify us immediately of any changes, such as:

1. Your Vehicle

(a) Change of vehicle or additional vehicle;

(b) Modification to your vehicle;

(c) Change of use.

2. The Policyholder and driver (s)

(a) Change of driver (s);

(b) Change in address or occupation;

(c) Physical or mental disability, infirmity or disease;

(d) Any conviction for any offence in connection with a motor vehicle

Important Notes

1. Failure to notify changes of risk could void the Policy or affect the settlement of claims.
2. We reserve the right to refuse renewal of this Policy in the event of adverse claim (s) or conviction (s)
3. Whenever your insurance coverage is cancelled or your motor vehicle sold during the period of insurance your Certificate of Insurance must be returned before any refund of premium is made. No refund is allowable for temporary suspension of cover for a period of less than four (4) consecutive weeks.

Making a Claim

In the event of an accident involving your vehicle, which you believe might give rise to a claim under this Policy, these are the steps you should take:

TO FIND OUT WHETHER YOU ARE COVERED

Using your Schedule and the Guide at the front of this Booklet, ascertain which Sections of this Policy applies. Remember to take account of the General Exceptions and Conditions and any Endorsements.

TO MAKE A CLAIM

(1) Accidental Damage Claims

Please complete the Motor Accident Report Form which must be signed by you, the Policyholder and Driver if you are not the driver.

To enable you to complete the form, obtain the fullest information possible at the time of the accident, e.g.

- details of all other vehicles involved e.g. year, make, model and Licence plate number, company that the vehicle is insured with
- details of the drivers and persons involved e.g. name, address, contact number and Driver's Licence Number/NRN/TIN
- details of all injuries and damage sustained
- names, addresses and contact number(s) of witnesses and passengers in the other vehicles

Draw a plan of the location showing road measurements, the positions of all vehicles involved (and any others which might have influenced events) and all road signs or markings.

If your vehicle is damage, send an estimate for repairs with your Accident Report Form as soon as possible.

(2) Fire Claims

Please complete the appropriate sections of the Motor Accident Report Form and send it immediately to us.

If your vehicle has been damaged and the Policy covers this damage send an estimate for repairs with your Report Forms as soon as possible afterwards.

(3) Theft Claims

Please complete the Theft Claim Form and send it immediately to us.

Special Points of Guidance:

If your claim is for

(a) Accidental damage or theft - you should notify the Police immediately and make a note of the name of the Police Station and the name and badge number worn by the Officer on Duty.

(b) Loss or damage of personal effects – you should submit the original receipts, if possible.

(4) Personal Accident Claims

Send us full details of your claim in writing, together with the completed Motor Accident Report Form.

(5) Windscreen Damage Claims

If the glass in your motor vehicle windscreen or windows is damaged, including bodywork scratched by the breakage, please have your vehicle inspected by a BCIC representative or your Broker or Agent, complete the Claim Form (Windscreen Only) and submit same with your Invoice for replacement.

The Company will at its own option, authorize the replacement of the glass by one of its approved providers.

Otherwise you will be reimbursed for the amount expended by you for the replacement.

IMPORTANT NOTES

1. For all types of claims, you must inform us as soon as is reasonably possible.
2. DO NOT delay in sending in the Motor Accident Report Form simply because you are waiting for an estimate of repairs from a motor vehicle repairer of your choice.
3. You must notify us of **ALL** accidents even if you do not wish to make a claim under your Policy.
4. DO NOT MAKE ANY admission of liability, offer or payment to any person.
5. Remember that some repairers will not release your vehicle after repairs until you have paid any amount for which you are responsible, i.e. the excess, regardless of who was at fault in the accident.

ADDENDUM
ACCIDENT SCENE ASSISTANCE & INSURANCE SERVICES (ASSIST)

GENERAL

A. The Services of ASSIST are provided to you on the terms and conditions set out herein. These Services are provided by third party Sub-contractors, ('Sub-contractor') on behalf of BCIC; however BCIC does not warrant the reliability or quality of performance of these Sub-contractors.

B. BCIC reserves the right to suspend, discontinue or modify these services (in whole or in part) with reasonable notice to you which notice may be in the form of a direct notice to you, or publication in the newspaper and/or electronic media.

C. BCIC shall not be liable to you for any losses suffered by you or any other person arising from the Services provided hereunder unless the same shall be the direct result of willful misconduct or gross negligence by BCIC or its employees. BCIC shall not be liable for any special, direct, indirect or consequential damage incurred by you, the Policyholder or by anyone else which may arise from any delay or interruption in the Services.

D. Using these Services does not mean that you have complied with your obligations to report an accident as required by your Policy, in particular you must ensure that an Accident Report Form is completed and the accident is reported to the Police before your claim can be processed.

E. BCIC reserves the right to deny provision of the Services, if in its estimation, provision of any of the Services (or part thereof) could be delayed or prevented by acts of violence, civil commotion, roadblocks, Acts of God, equipment failure, any law, order or regulation, Government Edict, war, strikes, lockouts, work stoppages or any matter which is not within the reasonable control of or pose a threat to life or property of BCIC, its employees, agents or any of its Sub-contractors.

F. BCIC will not assume liability for any:

(i) Failure to arrive or delay in the arrival of the Sub-contractor's response team due to adverse weather conditions, traffic congestion, breakdown of vehicle, civil unrest, violence, or any other unforeseeable event;

(ii) Damage/loss of valuables (such as jewellery, firearms, money and personal effects) suffered by you or any other person, unless such loss or damage was a direct result of the willful mis-conduct or gross negligence of BCIC or its employees.

G. If you have used the Services and it is discovered at any time that you or your authorized driver acted in contravention of the terms and conditions of the Policy at the time of the accident and/or incident, BCIC reserves the right to recover all expenses incurred for the Services in relation to your claim. Further BCIC reserves the right to pursue recovery of all expenses incurred in providing the Services from negligent third parties and/or their Insurers and you are expected to cooperate with BCIC in the exercise of its subrogation rights.

H. The Services provided hereunder are personal to you and is related to your vehicle and cannot be assigned without BCIC's expressed written consent

PART A
ACCIDENT SCENE ASSISTANCE & INSURANCE SERVICES

Terms and Condition of Use

1. Accident Scene Security & Insurance Services ("ASSIST") is a motor vehicle accident scene and emergency roadside breakdown assistance service.

2. ASSIST is available twenty-four hours per day for seven days of the week (including public holidays) within the island. If you are involved in a motor vehicle accident whilst operating your vehicle and you wish to access the Service you must call 1 246 621 7340. The Sub-contractor's monitoring station will answer the call and immediately dispatch their response team. You are required to produce your Certificate of Insurance or Cover Note to the Response Team as proof of your eligibility to access the service.

3. The services provided by these third party Sub-contractors are not personal security services and BCIC shall not be liable to you for any loss or damage suffered, illness, injury, or death howsoever caused save and except as provided for under the policy of insurance that this policy relates.

4. You shall access information on all procedures, promotional material published by BCIC and/or instructions in relation to the ASSIST services through BCIC.

5. Additional information on ASSIST is set out in promotional materials provided by BCIC from time to time which terms are in addition to and shall form a part of the terms and conditions of use. PROVIDED HOWEVER if any provisions contained in these additional materials are inconsistent with this Policy then the latter shall prevail.

6. BCIC will not assume liability for any:-
   (i) Illness, injury or death;
   (ii) Occupants in a private car that is not insured with BCIC