

BCIC

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MAX MOTOR INSURANCE POLICY



This policy document has achieved the WriteMark Plain Language Standard®, awarded to writing of a high standard of plain language. We've written to this standard because we want our information to be clear, and easy for our customers to read and understand.

Contents

The online version of this document is interactive. Click the Contents section or page number to go straight there. To search for a keyword, type Ctrl + F on a PC or Command + F on a Mac.

Welcome to The Max Policy — insurance for your vehicle	2
This policy at a glance	3
How to claim	8
How we handle your claim	11
Your cover in detail: Comprehensive	14
Your cover in detail: Third Party, Fire and Theft	18
Your cover in detail: Third Party	21
Your cover in detail: No Fault Discount	22
Your cover in detail: BCIC ASSIST	24
Optional extra: rental vehicles	26
We exclude some things from this policy	28
You have responsibilities under this policy	33
Starting and ending your policy	35
Definitions	37

Welcome to The Max Policy Insurance for your vehicle

Your Max Motor Insurance Policy helps you protect your private motor vehicle. It also protects you from liability for accidents involving that vehicle.

Your policy is a contract made up of a set of documents

Your policy is a contract between you and us. Your policy is made up of this policy booklet, your certificate of insurance, your schedule, your proposal form, and any endorsements. You need to read and understand all these policy documents, and check that all the information is correct. Keep all your policy documents in a safe place so you can use them when you need to.

- This policy booklet explains how the policy works, including the terms and conditions, how to make a claim, and the BCIC ASSIST service for accident scene and emergency roadside breakdown assistance.
- Your certificate of insurance proves you have insurance. Carry your certificate of insurance in your car — the police may ask to see it.
- Your schedule shows the details of your individual agreement with us, including the value your insurance covers (your sum insured), the start and end dates for your insurance, your personal details, optional extras like rental car cover, and the premium you need to pay.
- Your proposal form or broker slip shows the details you gave us when you set up the policy.
- Endorsements are a record of any changes to your policy, for example updating your policy when you adjust your vehicle value or modify your vehicle.

We create the schedule and endorsements based on the proposal form you sign. We insure you for the risks and time period shown in the schedule. Your insurance depends on you paying your premium as agreed and following all the terms and conditions of the policy.

We use defined terms and descriptive headings

In this policy booklet we use some defined terms. These defined terms always have the same meaning — see Definitions on page 37. When we say ‘we’ or ‘us’, we mean British Caribbean Insurance Company Limited (BCIC). When we say ‘you’, we mean the person or people or your Company shown in the schedule as the policyholder.

We use descriptive headings to help make this policy booklet reader-friendly. Use these headings to understand key points and find the right part of the policy booklet. Always read the details below a heading to understand the full terms and conditions.

This policy at a glance

This section gives you a summary of the Max Motor Insurance Policy. This summary does not include the full terms of the policy. For full information on how this policy works, read the policy booklet in full, your certificate of insurance, your schedule, your proposal form, and any endorsements.

This insurance covers your private motor vehicle

Our Max Motor Insurance Policy covers you if your private motor vehicle is involved in an accident that causes loss or damage. You can choose different cover options: Comprehensive cover; Third Party, Fire, and Theft cover; or Third Party cover. You can add cover that provides a rental vehicle while your insured vehicle is unusable.

Our Max Motor Insurance Policy does not cover you for commercial use, for example carrying goods for sale. For commercial vehicles, use our Commercial Vehicle policy [link]. For vehicles carrying paying passengers, use our Public Passenger Vehicle policy [link].

This policy does not cover your vehicle while you are renting it out for other people to use in exchange for money. And this policy only covers the cost of renting a replacement vehicle if you have optional extra: rental vehicle cover and an accident or other damage leaves your vehicle undriveable (See Page 26) Contact us if you would like cover for a rental vehicle in any other circumstance.

What we cover depends on your cover option

You can choose your cover option to provide the protection you want. Choose from Comprehensive cover; Third Party, Fire and Theft cover; and Third Party cover. Each of these options includes BCIC ASSIST (Accident scene and roadside assistance services).

If you have Comprehensive cover or Third Party, Fire, and Theft cover, you can add rental vehicle cover as an optional extra. This covers the cost of a rental vehicle to keep you on the road after an accident.

The table on the next page compares the benefits for each cover option.

- ✓ = available in the cover
- ✗ = not available in the cover

Benefit	Description	Comprehensive	Third Party, Fire & Theft	Third Party
Windscreen and window damage	We'll cover broken windscreens and windows when there's no other damage to your vehicle. You do not pay excess, and your claim will not affect your No Fault Discount. You can make one claim in each insurance period.	✓ (see page 14)	×	×
Personal Accident	We'll pay the amount specified in your schedule if you or your spouse are killed or injured by an accident involving your vehicle.	✓ (see page 16)	×	×
Medical Expenses	We'll cover your medical expenses, and those of your passengers, if you or anyone travelling in your vehicle is injured in an accident involving your vehicle.	✓ (see page 16)	×	×
Fire and theft	We'll help you repair or replace your vehicle after it's theft or attempted theft, or if it's damaged by fire, lightning or explosion.	✓ (see page 14)	✓ (see page 18)	×
Alternative transportation costs	We'll cover the cost of alternative transport if accidental damage, fire or theft disables your vehicle. If you have optional rental vehicle cover, it replaces this benefit. The limits that apply to this benefit do not apply to optional rental vehicle cover.	✓ (see page 14)	✓ (see page 18)	×
Removal and delivery costs	We'll cover the cost if your vehicle needs transporting to and from a repairer after an incident we cover.	✓ (see page 15)	✓ (see page 18)	×
New vehicle replacement	We'll replace your vehicle with a new one if you owned your vehicle from new and it's either damaged by more than 60% of its value or stolen and not recovered. The vehicle must be damaged or stolen within its first year of registration.	✓ (see page 15)	✓ (see page 18)	×
Personal effects	We'll cover personal effects in your vehicle if they are lost or damaged by events including accidents, fire and theft.	✓ (see page 15)	✓ (see page 19)	×
Accidental damage	We'll help you repair or replace your vehicle if it's damaged.	✓ (see page 14)	×	×

Benefit	Description	Comprehensive	Third Party, Fire & Theft	Third Party
Liability to other people (third parties)	A third party is anyone involved in an accident, apart from you and your driver. We'll protect you against legal liability if you're involved in an accident that results in death, bodily injury or damage to property. We'll pay the amount specified in your schedule	✓ (see page 16)	✓ (see page 19)	✓ (see page 21)
Manslaughter defence costs	We'll pay for a lawyer to represent you at Coroner's Inquests, Fatal Enquiries, and Court of Summary Jurisdictions. We'll also pay to defend any driver at the time of the accident against charges of manslaughter or causing death by reckless or dangerous driving.	✓ (see page 17)	✓ (see page 20)	✓ (see page 21)
BCIC ASSIST	With BCIC ASSIST you can call for help if you break down, or if you're involved in an accident. After a breakdown, the response team can offer help including changing a tyre and jumpstarting your vehicle. After an accident the response team can offer help including securing or moving your vehicle and documenting the accident.	✓ (see page 24)	✓ (see page 24)	✓ (see page 24)
No Fault Discount	You get a No Fault Discount on your premium that we apply each time you renew this policy, up to the maximum discount allowed. Your No Fault Discount is better than a no-claim discount, because you will not lose this discount if you make a claim for damage that was not your fault.	✓ (see page 22)	✓ (see page 22)	✓ (see page 22)

Benefit	Description	Comprehensive	Third Party, Fire & Theft	Third Party
Optional Extra: Rental vehicle cover	An accident or other damage may leave your vehicle undriveable. If you add this optional extra, we'll cover the cost of a rental vehicle to keep you on the road. If you have this benefit, it replaces the alternative transportation benefit. The limits that apply to the alternative transportation benefit do not apply to optional rental vehicle cover.	✓ (see page 26)	✓ (see page 26)	✗

Your cover has limits and excesses

Your cover has limits

Your cover in this policy has limits. This policy booklet describes the limits. You can ask for different limits for some cover. If we agree to give you different limits, your schedule will show those limits.

If you claim for something with a limit, we will not pay more than the limit.

We deduct an excess from your claim

Your cover in this policy has an excess, also known as a deductible. If you make a claim, we'll deduct the excess from the amount we pay you.

The standard excess is 5% of the value of the vehicle, but you can ask us to increase or reduce the excess when you start or renew your policy. If you increase your excess, we will reduce your premium. If you reduce your excess, we will increase your premium.

Learn more about excesses in *We'll deduct an excess from the amount we pay* on page 12.

Your schedule shows when this policy renews

This policy lasts for the period on your schedule, unless you cancel it sooner or you choose to renew it for a shorter period. Your schedule shows the date and time your cover starts and ends. Learn more about when your policy starts and ends in *How long this policy lasts for* on page 35.

Remember to adjust your vehicle value when you renew your policy.

Contact us if you want to ask a question, or make a complaint

If you have any questions about your policy, or want to make a complaint, get in touch.

Contact us to ask a question

Contact us to get general information or ask a general question.

Internet: visit bciconline.com for information and live chat to help with any questions you have.

Phone: (876) 922-1260

Email: info@bciconline.com

To find the email address of a specific department, visit bciconline.com/contact

Contact us to make a complaint

If your policy, our procedures, our staff, or your claim haven't met your expectations, you can make a formal complaint.

- Fill out a complaint form on our website: bciconline.com/contact
- Email us at bciccomplaints@bcicjamaica.com
- Call us on (876) 922-1260

We have a dedicated team who check complaints. When we receive a complaint, that team will respond directly if it can, or pass your complaint to the right specialist to help you. We'll acknowledge your complaint within 2 working days, and give you a full response within 10 working days.

If you're not happy with how we handle a complaint, you can contact the Financial Services Commission of Jamaica (FSC). Visit fscjamaica.org/contact-the-fsc/ for more information.

How to claim

If you think you might need to make a claim, tell us as soon as possible – within 30 days at the latest. If you're not sure if you're covered, contact us and we'll help you find out.

The process for making a claim depends on what happened. In many cases, BCIC ASSIST can help. Overall, you need to:

- make sure everyone's safe
- call the police if appropriate
- collect the information you'll need for a claim
- report the claim to us.

Making a claim for accidental damage

The process for reporting an accident and making an insurance claim depends on whether anyone else was involved (either in person or by having their property damaged).

If someone else was involved in the accident

Before you make a claim, report the accident to the police. You can call BCIC ASSIST on 1-888-2-ASSIST (1-888- 227-7478) for help. Learn more about BCIC ASSIST on page 24.

Do not say to anyone that you're responsible for the accident, and do not offer or pay anything to anyone.

Collect the following information so you can provide it when you make a claim.

- The date, time, and location of the accident
- Details of all other vehicles involved, such as year, make, model and licence plate number, and company the vehicle is insured with
- Details of the drivers and people involved, such as name, address, contact number, and Driver's Licence Number/TRN
- Details of all injuries and damage the accident caused
- Names, addresses, and contact numbers of any witnesses and passengers in other vehicles
- A copy of the Customer Reference Form issued by the police station where you reported the accident
- The name of your repairer
- An estimate of repair, if a car dealership is repairing your vehicle – you will need to pay for the estimate

Take photos of the accident, and draw a diagram of the accident using the template in our claim form. Your photos and diagram must show:

- the positions of the vehicles after the accident
- the damage the accident caused to the vehicles involved
- the relevant road layout
- any relevant road signs or markings.

You'll also need a copy of the Driver's Licence (back and front) belonging to the person who was driving your vehicle when the accident happened.

Once you have all this, report your claim online at bciconline.com/report-claim/ or email us at claimsmailbox@bcicjamaica.com or call us on (876) 922-1260. You can also report a claim at any BCIC branch or through your broker, or download a claim form to print and complete at bciconline.com/downloads

If no-one else was involved in the accident

If you were the only person involved and only your vehicle or property was damaged, you still need to report the accident to the police. Take photos of the damage and record what happened, then report your claim to us.

Making a claim for fire, flood, or lightning damage

Collect the following information so you can provide it when you make a claim.

- The date, time, and location of the accident
- A description of the damage to your vehicle
- Names and contact numbers of any witnesses
- Photos of your vehicle, if possible
- A copy of the Driver's Licence (back and front) belonging to the person who was driving your vehicle when the incident happened
- Original receipts for any personal effects that were lost or damaged
- The name of your repairer
- An estimate of repair, if a car dealership is repairing your vehicle – you will need to pay for the estimate

Once you have all this, report your claim online at bciconline.com/report-claim/ or email us at claimsmailbox@bcicjamaica.com or call us on (876) 922-1260. You can also report a claim at any BCIC branch or through your broker, or download a claim form to print and complete at bciconline.com/downloads

Making a claim for theft or attempted theft

Before you make a claim, report the theft or attempted theft to the police.

Collect the following information so you can provide it when you make a claim.

- The date, time, and location of the incident
- A description of the damage to your vehicle
- Names and contact numbers of any witnesses
- Photos of your vehicle, if possible
- A copy of the Driver's Licence (back and front) belonging to the person who was driving your vehicle when the incident happened
- Original receipts for any personal effects that were lost or damaged
- A copy of the Customer Reference Form issued by the police station where you reported the accident
- The name of your repairer
- An estimate of repair, if a car dealership is repairing your vehicle – you will need to pay for the estimate

Once you have all this, report your claim online at bciconline.com/report-claim/ or email us at claimsmailbox@bcicjamaica.com or call us on (876) 922-1260. You can also report a claim at any BCIC branch or through your broker, or download a claim form to print and complete at bciconline.com/downloads

Making a claim for damage to windscreens or windows

If you have comprehensive cover and want to claim under We'll cover broken windscreens and windows (page 14), get your vehicle inspected. A BCIC representative, your agent, or your broker can do this.

Then report a Glass Only claim online at bciconline.com/report-claim/ or email us at claimsmailbox@bcicjamaica.com or call us on (876) 922-1260. You can also report a claim at any BCIC branch or through your broker or agent. If you've already replaced your windscreen or window, include the invoice for the replacement.

If we accept your claim, we'll authorise one of our approved providers to replace the glass, or reimburse you for the amount you spent on the replacement.

Making a claim for personal accidents

If you have comprehensive cover and want to claim under We'll pay a lump sum if an accident causes death, loss of limb, or loss of sight (page 16), visit bciconline.com/downloads/. Select 'Claim forms' and download the Personal Accident Form. Complete the form, then sign it and email it to us at eforms@bcicjamaica.com.

How we handle your claim

This section explains what we will do after you have reported your claim.

We'll acknowledge your claim

If you report your claim online, we'll give you immediate confirmation that we have received it. Our goal is to contact you about your claim within 2 business days.

We'll work through your claim

We'll work through your claim to check whether you're covered and decide how to settle the claim.

We may send a claims inspector or assessor to look at the damage

If we want to find out more about the damage to your vehicle we may send one of our claims inspectors or an independent assessor that we appoint. They will tell you what to do next, and what information they need to assess your claim.

When we have all the information they need, we'll let you know the amount we'll pay under this policy.

We can act on your behalf

If we accept your claim, we can choose to take over your rights against another person, such as trying to recover costs someone else owes you. For example, someone may crash their car into your vehicle. We can repair your vehicle and seek compensation from the driver responsible or their insurance company.

We can choose to defend or settle another person's claim against you. For example, if you crash your vehicle into your neighbour's car. If this happens, we may negotiate with your neighbour's insurance company over their damage, as well as covering your damage.

We'll settle your claim and let you know the outcome

After we've reviewed your claim, we'll let you know the outcome. If we do not accept your claim, we'll let you know why. The process we follow to settle claims depends on whether your claim is for loss or damage, or for liability to third parties.

Settling claims for loss or damage

If we accept your claim for loss or damage, we'll do one of the following:

- pay to repair or replace your vehicle so it's in the condition it was in before the damage
- pay you whichever is less:
 - the cost of repairing or replacing your vehicle in cash, up to your vehicle's market value at the time of the damage
 - the sum insured in your schedule.

If we repair or replace a part or accessory, we'll pay up to the retail price of that part or accessory.

We'll make interim payments to repairers on their request. We'll pay the approved cost of replacement parts, minus your excess.

We'll pay the claim to the legal owner of your vehicle.

We'll pay up to the vehicle's market value or the sum insured

The most we'll pay for loss or damage to your vehicle and any additional costs is the lower of:

- the vehicle's market value
- the sum insured for that vehicle.

The market value for most vehicles decreases with age and use. If you make a claim, we'll check the current market value.

We'll deduct an excess from the amount we pay

If we accept your claim, we'll deduct an excess from the amount we pay. The excess is the amount you must pay towards the cost of your claim, also known as a deductible.

We deduct an excess for each claim. When we pay a claim, we'll explain the excess.

Your schedule shows the excess for your vehicle

We will deduct the excess shown on your schedule or endorsement. The standard excess is 5% of the value of the vehicle. The minimum we will deduct is \$15,000, and the maximum is shown on your schedule.

You can ask us to increase or reduce the excess when you start or renew your policy. If you increase your excess, we will reduce your premium. If you reduce your excess, we will increase your premium.

Two types of claim have a different excess. Claims for broken glass have no excess, and claims for undeclared drivers under 30 have a higher excess.

A higher excess applies if the driver is undeclared and under 30

If the driver is undeclared and under 30 years old, the excess is whichever is greater:

- 15% of the sum insured
- \$45,000.

To avoid this higher excess, declare any drivers under 30 so they are listed on your schedule. This may increase your premium, but you will only pay your usual excess when you make a claim.

The excess may mean there is nothing to pay after a claim

If the excess for a claim is larger than the amount we would otherwise pay you, we will not pay you anything.

You may need to pay the repairer before they release your vehicle

Some repairers will not let you take your repaired vehicle until you have paid them the excess. This is because the excess is the amount you must pay towards the cost of your claim.

You may need to pay the excess regardless of who was at fault in the accident. But if another party is at fault, we'll ask their insurer to repay you your excess.

We'll cover your lender's interest in your vehicle

If your schedule shows that a lender has financial interest in your vehicle, we'll pay your claims for that vehicle to the lenders. Lenders include lien holders and any party that has an interest in the vehicle.

If we need to make a payment because your vehicle cannot be repaired or replaced, we will pay your lender.

We need the lender's signature before we can pay a claim to them for a total loss. If your vehicle is a total loss, your lender will decide whether you keep the salvage or we take it.

We'll pay our share if you're also covered by other insurance

If you have any other insurance that covers the damage or liability when you make a claim, we'll only pay for our share. We'll work with the other insurer to work out what our share will be.

Cover ends if we settle a claim for total loss

If we settle your claim on the basis that your vehicle is a total loss, your policy will end. We will not refund any premiums.

Settling claims for liability to third parties

If we accept your claim for liability to a third party, we'll pay damages and the costs and expenses of anyone claiming against you for death, bodily injury or damage to property.

Limits apply to this cover

Your schedule shows your limits for liability cover — the most we'll pay for one claim or a series of claims arising out of one event.

We'll pay our share if you're also covered by other insurance

If you have any other insurance that covers the loss or damage when you make a claim, we'll only pay for our share. We'll work with the other insurer to work out what our share will be.

Resolving disputes over claims

If we accept your claim but you dispute the amount we're paying, we'll refer the dispute to an arbitrator. We'll appoint the arbitrator with you, following The Arbitration Act.

If you're not satisfied with the arbitrator's decision, you can take legal action against us over the dispute. You must do this within 12 months of the loss. You cannot take legal action against us over the dispute until the arbitrator has reached a decision.

Your cover in detail: Comprehensive

This section explains how your cover works if you have the Comprehensive cover option.

We'll cover accidental loss or damage to your vehicle

We cover your vehicle for accidental loss or damage. We may repair damage or replace a vehicle, or pay you an equivalent amount. See *Settling claims for loss or damage* on page 11 for more detail.

We'll cover broken windscreens and windows

If there's no other damage to your vehicle, we'll cover:

- the glass in your windscreen or windows breaking
- the breaking glass scratching the bodywork of your vehicle.

There's no excess to pay, no limit to the cover, and your claim will not affect your No Fault Discount. You can only claim this benefit once in each period of insurance.

We'll cover theft, and damage caused by fire, lightning, or explosions

We cover you if your vehicle is stolen or damaged by fire, lightning, explosion, or attempted theft.

We'll cover alternative transport if your vehicle is disabled

If accidental damage, fire, or theft disables your vehicle, we'll cover the cost of alternative transport. Your policy schedule shows how much we'll pay for each day and how long we'll pay ts benefit for.

Your schedule shows the most we'll pay a day, and the most we'll pay in total for each claim.

You can claim this benefit once in each period of insurance.

You cannot claim this benefit if you have the optional rental vehicle benefit. (see page 26)

We'll cover moving your vehicle for repairs and delivering it to your address afterwards

We'll cover the reasonable costs of:

- storing your vehicle
- moving your vehicle to the nearest repairers when necessary
- delivering your vehicle to your address after it's repaired.

For each claim during the period of insurance, we'll pay up to the amount stated in your policy schedule.

We'll replace your vehicle with a new one if it's significantly damaged or cannot be recovered

We'll replace your vehicle with a new one if all the following apply.

- Your vehicle either suffers damage worth more than 60% of its pre-accident market value or is stolen and not recovered.
- You owned your vehicle from new with no previous registered owners.
- Your vehicle is damaged or stolen within the first year of its first registration.

The replacement vehicle:

- will be of the same year, make, model, and specification as your vehicle
- will be fitted with the same options and accessories as those fitted to your vehicle
- has to be locally available from a registered vehicle dealer.

If a replacement is not locally available, we'll pay whichever is less: the market value of your vehicle when the loss happened, or the sum insured.

If your schedule shows that a lender has financial interest in your vehicle, we need your lender's approval before you replace your vehicle.

We'll cover personal effects in your vehicle

We'll cover personal effects in your vehicle if they are lost or damaged by:

- accident
- fire
- lightning
- explosion
- theft
- attempted theft.

We'll pay up to the amount stated in the schedule in total.

We will not pay for:

- money and other negotiable instruments (eg cheques, certificates of deposits), stamps, tickets, documents and securities
- goods, samples, or equipment transported in connection with any trade or business.

We'll pay a lump sum if an accident causes death, loss of limb, or loss of sight

We'll cover you if you, your spouse, or both are injured by an accident involving your vehicle, and within 12 months the injury results in:

- death
- total loss of use of a limb or limbs
- loss of a limb or limbs at or above the wrist or ankle
- total and irrecoverable loss of sight in one or both eyes.

We'll pay the amount specified in your schedule. Your schedule shows the most we'll pay to any one person following any one accident. If someone has more than one Motor Policy with us, we'll only pay under one policy.

We'll pay the injured person, or their legal representatives if they have died.

We'll cover medical expenses for injuries from accidents

If you or anyone travelling in your vehicle is injured in an accident involving your vehicle, we'll cover medical expenses for the injury.

Your schedule shows the most we'll pay for any one injured person, and the most we'll pay for any one accident.

We'll cover your liability to other people (third parties)

If you're involved in an accident that results in death, bodily injury, or damage to property, we cover the following:

- damages you're legally liable to pay
- the costs and expenses of anyone claiming against you, if you're legally liable to pay them.

This policy only covers you if you're driving:

- your vehicle
- any other vehicle that your certificate of insurance lets you drive or use.

We'll also cover:

- anyone driving or using your vehicle with your permission, if your certificate of insurance lets them
- any passenger travelling in, getting into, or getting out of your vehicle
- the legal representatives of anyone this cover applies to, if they die.

Limits apply to this cover

Your schedule shows your limits for liability cover — the most we'll pay for one claim or a series of claims arising out of one event.

You can ask us to increase your limits. If we agree, your schedule will show your new limits. This will increase your premium.

Liability for accidents must be under Jamaican jurisdiction

We only cover your liability to others, as described in this section, if it falls under Jamaican jurisdiction. This means that if the liability is decided by a court, it must be a Jamaican court.

We'll cover manslaughter defence costs

If you're involved in an accident that results in death, we'll pay:

- for a lawyer to represent at a Coroner's Inquest, Fatal Enquiry, or any Court of Summary Jurisdiction, up to the amount in your schedule
- to defend any permitted driver at the time of the accident against charges of manslaughter or causing death by reckless or dangerous driving, up to the amount in your schedule
- all other costs and expenses you incur with our written consent.

We'll pay up to the amount in your schedule.

Your cover in detail: Third Party, Fire and Theft

This section explains how your cover works if you have the Third Party, Fire and Theft cover option.

We'll cover theft, and damage caused by fire, lightning, or explosions

We cover you if your vehicle is stolen or damaged by fire, lightning, explosion, or attempted theft.

We'll cover alternative transport if your vehicle is disabled

If accidental damage, fire, or theft disables your vehicle, we'll cover the cost of alternative transport. Your policy schedule shows how much we'll pay for each day and how long we'll pay ts benefit for.

Your schedule shows the most we'll pay a day, and the most we'll pay in total for each claim.

You can claim this benefit once in each period of insurance.

You cannot claim this benefit if you have the optional rental vehicle benefit. (see page 26)

We'll cover moving your vehicle for repairs and delivering it to your address afterwards

We'll cover the reasonable costs of:

- storing your vehicle
- moving your vehicle to the nearest repairers when necessary
- delivering your vehicle to your address after it's repaired.

We'll pay up to the amount stated in your policy schedule.

We'll replace your vehicle with a new one if it's significantly damaged or cannot be recovered

We'll replace your vehicle with a new one if all the following apply.

- Your vehicle either suffers damage worth more than 60% of its pre-accident market value or is stolen and not recovered.
- You owned your vehicle from new with no previous registered owners.
- Your vehicle is damaged or stolen within the first year of its first registration.

The replacement vehicle:

- will be of the same year, make, model, and specification as your vehicle
- will be fitted with the same options and accessories as those fitted to your vehicle
- has to be locally available from a registered vehicle dealer.

If a replacement is not locally available, we'll pay whichever is less: the market value of your vehicle when the loss happened, or the sum insured.

We'll need the approval of your mortgagee, if applicable, before we replace your vehicle.

We'll cover personal effects in your vehicle

We'll cover personal effects in your vehicle if they are lost or damaged by:

- accident
- fire
- lightning
- explosion
- theft
- attempted theft.

We'll pay up to the amount in your schedule.

We will not pay for:

- money and other negotiable instruments (eg cheques, certificates of deposits), stamps, tickets, documents and securities
- goods, samples, or equipment transported in connection with any trade or business.

We'll cover your liability to other people (third parties)

If you're involved in an accident that results in death, bodily injury, or damage to property, we cover the following:

- damages you're legally liable to pay
- the costs and expenses of anyone claiming against you, if you're legally liable to pay them.

This only covers you if you're driving:

- your vehicle
- any other vehicle that your certificate of insurance lets you drive or use.

We'll also cover:

- anyone driving or using your vehicle with your permission, if your certificate of insurance lets them
- any passenger travelling in, getting in to, or getting out of your vehicle
- the legal representatives of anyone this cover applies to, if they die.

Limits apply to this cover

Your schedule shows your limits for liability cover — the most we'll pay for one claim or a series of claims arising out of one event.

You can ask us to increase your limits. If we agree, your schedule will show your new limits. This will increase your premium.

Liability for accidents must be under Jamaican jurisdiction

We only cover your liability to others, as described in this section, if it falls under Jamaican jurisdiction. This means that if the liability is decided by a court, it must be the appropriate Jamaican court.

We'll cover manslaughter defence costs

If you're involved in an accident that results in death, we'll pay:

- for a lawyer to represent you at a Coroner's Inquest, Fatal Enquiry, or any Court of Summary Jurisdiction, up to the amount in your schedule
- to defend any permitted driver at the time of the accident against charges of manslaughter or causing death by reckless or dangerous driving, up to the amount in your schedule
- all other costs and expenses you incur with our written consent.

We'll pay up to the amount in your schedule.

Your cover in detail: Third Party

This section explains how your cover works if you have the Third Party cover option.

We'll cover your liability to other people (third parties)

If you're involved in an accident that results in death, bodily injury, or damage to property, we cover the following:

- damages you're legally liable to pay
- the costs and expenses of anyone claiming against you, if you're legally liable to pay them.

This only covers you if you're driving:

- your vehicle
- any other vehicle that your certificate of insurance lets you drive or use.

We'll also cover:

- anyone driving or using your vehicle with your permission, if your certificate of insurance lets them
- any passenger travelling in, getting in to, or getting out of your vehicle
- the legal representatives of anyone this cover applies to, if they die.

Limits apply to this cover

Your schedule shows your limits for liability cover — the most we'll pay for one claim or a series of claims arising out of one event.

You can ask us to increase your limits. If we agree, your schedule will show your new limits. This will increase your premium.

Liability for accidents must be under Jamaican jurisdiction

We only cover your liability to others, as described in this section, if it falls under Jamaican jurisdiction. This means that if the liability is decided by a court, it must be the appropriate Jamaican court.

We'll cover manslaughter defence costs

If you're involved in an accident that results in death, we'll pay:

- for a lawyer to represent you at a Coroner's Inquest, Fatal Enquiry, or any Court of Summary Jurisdiction, up to the amount in your schedule
- to defend any permitted driver at the time of the accident against charges of manslaughter or causing death by reckless or dangerous driving, up to the amount in your schedule
- all other costs and expenses you incur with our written consent.

We'll pay up to the amount in your schedule.

Your cover in detail: No Fault Discount

You get a No Fault Discount on your premium that we apply each time you renew this policy, up to the maximum discount allowed. We offer a No Fault Discount for all cover options — Comprehensive cover; Third Party, Fire, and Theft cover; and Third Party cover. Your No Fault Discount is better than a no-claim discount, because you will not lose this discount if you make a claim for damage that was someone else's fault.

To keep your No Fault Discount, we must have evidence proving that you or your driver did not cause or contribute to the damage.

We may change your No Fault Discount the next time you renew your policy, depending on the nature and circumstances of your claim.

How we calculate No Fault Discounts

The table below shows how we calculate your discount.

Years without an accident that was your fault	Discount for Comprehensive	Discount for Third Party, Fire & Theft	Discount for Third Party
1	10%	10%	10%
2	20%	15%	15%
3	40%	20%	20%
4 or more	60% (maximum)	25% (maximum)	25% (maximum)

You lose some or all of your discount if you cause an accident

If we find out about an accident that was your fault and you have less than the maximum discount, we'll remove your No Fault Discount.

If we find out about an accident that was your fault and you have the maximum discount, we'll reduce your No Fault Discount to 10%. If you make two or more at-fault claims during any period of insurance, we'll completely remove your No Fault Discount.

Your No Fault Discount applies to you and to each vehicle separately

You cannot transfer your No Fault Discount to anyone else.

If this policy covers more than one vehicle, your No Fault Discount will apply separately to each vehicle.

Examples of claims where you will not lose your No Fault discount

Here are some examples of no-fault claims:

- Another vehicle strikes your vehicle in the rear, and there is no clear evidence that you contributed to or caused the collision.
- Another vehicle strikes your vehicle while it's lawfully parked on the road, and there is no clear evidence that you contributed to or caused the collision.
- Your vehicle is lawfully travelling on a major road in its proper lane and another vehicle strikes it while exiting a minor road, and there is no clear evidence that you contributed to or caused the collision.
- Your vehicle suffers loss or damage by theft, attempted theft, fire, flood, or an act of God, and the loss or damage did not result from any recklessness on your part.

Your cover in detail: BCIC ASSIST

Accident Scene Security and Roadside Assistance Services (ASSIST) can help you if you've been in an accident, or if your vehicle breaks down. We offer BCIC ASSIST with all cover options — Comprehensive cover; Third Party, Fire, and Theft cover; and Third Party cover.

BCIC ASSIST is available 24 hours a day, 7 days a week (including public holidays). It's available islandwide, even if your vehicle breaks down at your home.

To access BCIC ASSIST, call 1-888-2-ASSIST (1-888- 227-7478).

You can only use BCIC ASSIST services for vehicles this policy covers.

What happens when you call BCIC ASSIST

BCIC ASSIST's monitoring station will answer your call and immediately send their response team. You must prove you are eligible for BCIC ASSIST. Show the response team your certificate of insurance or cover note.

If you've been in an accident, the response team will:

- secure your vehicle
- transport you to your intended destination
- get a wrecker to move your vehicle to the nearest repair facility
- help you complete an accident report form
- get information from witnesses
- take photos of the accident scene and the damage to your vehicle.

You must still complete an Accident Report Form and report the accident to police if you call BCIC ASSIST services.

If your vehicle has broken down, the response team can:

- jumpstart your vehicle
- change a flat tyre
- get a spare key, or get have a locksmith unlock your vehicle
- get a wrecker to move your vehicle to the nearest repair facility
- clean corroded battery terminals
- fix a broken water hose
- diagnose problems starting the car and bypass the ignition system
- help disarm anti-hijack buttons
- remove and repair distribution caps.

We can update, end, or change BCIC ASSIST services

Sometimes we'll provide more information about BCIC ASSIST in our promotional material. This information is part of the terms and conditions of using BCIC ASSIST. But if any information in our promotional material contradicts this policy, this policy is correct.

We can suspend, discontinue, or modify these services with reasonable notice to you. We may notify you directly, or we may publish a notice in a newspaper or electronic media.

We do not guarantee BCIC ASSIST's performance

BCIC ASSIST is a third-party subcontractor that provides its services on our behalf. We are not responsible for the reliability or quality of BCIC ASSIST's performance.

We will not be liable for any losses that BCIC ASSIST causes, unless either:

- the losses were the direct result of wilful misconduct or gross negligence by us or our employees
- your policy covers the losses.

We will not be liable for damage caused by anything delaying or interrupting BCIC ASSIST's services.

We may not provide BCIC ASSIST services in some circumstances

We may not provide these services if we believe that they could either:

- be delayed or prevented by anything that is outside our reasonable control
- threaten our life or property, or that of our employees, agents, or subcontractors.

For example, we may not provide these services in the event of:

- acts of violence
- civil commotion
- roadblocks
- acts of God
- equipment failure
- any law, order, regulation, or government edict
- war
- strikes, lockouts, or work stoppages.

We can recover BCIC ASSIST expenses if you break the terms and conditions of this policy

If you or your authorized driver broke the terms and conditions of this policy at the time of the accident, we can recover all BCIC ASSIST expenses for the claim from you.

We can also recover expenses incurred in providing BCIC ASSIST from negligent third parties or their insurers. You must cooperate with us if we do so.

Optional extra: rental vehicles

This benefit only applies if you have selected it and paid the additional premium. If you have this benefit, it replaces *We'll cover alternative transport if your vehicle is disabled* on page 14.

We'll cover the cost of a rental vehicle for up to 3 weeks if your vehicle suffers loss or damage this policy covers. We'll only pay this benefit if one of the following applies:

- the cost of repairs is greater than your policy excess
- your vehicle is not drivable.

You can get a rental vehicle once you give us the full details of the loss or damage including an estimate of repairs, where applicable, in writing. You must send us these details as soon as possible after the loss or damage.

If the type of vehicle you choose to rent is unavailable, we'll cover the cost of renting another type of vehicle, up to the amount we would have paid for the vehicle you originally chose.

We'll cover the rental vehicle for up to 3 weeks

We'll cover the rental vehicle for up to 3 weeks. This rental period starts on the day you collect the rental vehicle and ends once one of the following happens:

- the 3 weeks ends
- your vehicle is returned to you
- the claim is settled.

We'll cover your rental vehicle under this policy

During the rental period, we'll cover your rental vehicle under the terms and conditions of this policy. For cover to apply, the driver must:

- be older than 23 years
- have a full Driver's Licence that's at least 12 months old
- be allowed to drive under the terms of this policy and your certificate of insurance
- be allowed to drive under your agreement with the company you hired the vehicle from.

If your rental vehicle suffers loss or damage, you must lodge a new claim with us.

You must pay for your rental vehicle's gas

You must pay for gas and any other consumables you use during the rental period.

We'll pay out claims to the rental company

If we accept your claim for loss or damage to the rental car, we'll make all payments to the company you hired the vehicle from.

You must follow the terms and conditions of the rental company

You must follow the rental company's terms and conditions as well as ours. The rental company will give you a copy of its terms and conditions when you get the rental vehicle.

If the rental company's terms and conditions contradict our terms and conditions, our terms and conditions will apply.

We exclude some things from this policy

We will not cover you in the following situations. These exclusions apply whether you have Comprehensive; Third Party, Fire, and Theft; or Third Party cover.

Communicable diseases

This exclusion relates to the Communicable Disease Exclusion (Casualty Reinsurance) (LMA 5399).

We will not cover loss or damage in any way connected to:

- a communicable disease
- the fear or threat of a communicable disease.

A communicable disease is any disease that can transmit from one organism to another.

Consequential loss

We will not cover any indirect loss you suffer because you can't use your insured vehicle after loss or damage. For example, we will not cover the cost of travel because an accident means you cannot use your insured vehicle.

This exclusion does not apply when this policy states that we will cover a consequential loss.

Contractual liability

We will not cover your liability for any amount that you must pay because of a contract or agreement.

This exclusion does not apply if you would have been liable to pay the amount even without the contract or agreement in place.

Drivers under the influence of alcohol or drugs

We will not cover loss or damage if the person driving the vehicle at the time was under the influence of alcohol or drugs in breach of the Road Traffic Act.

Driving and use

We will not cover you if, when the accident, injury, loss or damage happened:

- someone was driving or using your vehicle in a way that does not follow the limitations of use set out in your certificate of insurance

- the person driving your vehicle is disqualified from driving, does not have a Driver's Licence, or cannot get a Driver's Licence under the law
- you had rented it out for another person to use in exchange for money or other reward
- the vehicle was carrying paying passengers.

Further damage after a loss

We will not cover any further damage if someone drives the vehicle after it's damaged and before it's repaired.

Liability arising from using your vehicle near aircraft

We will not cover your liability for using any motor vehicle at any:

- runway of an airport or aerodrome
- manoeuvring area or apron of an airport or aerodrome
- parts of an airport or aerodrome that aircraft can access.

Liability arising from employment

We will not cover your liability for someone dying or being injured because they were working for you.

Liability related to data

We will not cover liability in any way connected to:

- erasing, destroying, corrupting, misappropriating, misinterpreting, or losing the use of data
- accidentally creating, amending, entering, deleting or using data
- distributing or displaying data through any device or system designed or intended to communicate data electronically, such as the internet.

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

This exclusion applies regardless of any other contributing cause or event.

Liability to anyone that this policy covers

We will not cover your liability for damage to anything that:

- belongs to anyone this policy covers
- is in a vehicle belonging to anyone this policy covers.

Mechanical, electrical, or electronic faults or breakdowns

We will not cover mechanical, electrical, or electronic faults or breakdowns. For example, we will not cover internal damage to engines, gearboxes, transmissions, or electronic equipment.

Modified vehicles, unless you tell us about the modifications

If you have modified your vehicle, we'll only cover your liability to third parties for damage or loss so far as we're required to under the Motor Vehicles Insurance (Third Party Risks) Act.

We'll provide full cover if you tell us about the modifications and we agree to cover it.

Nuclear energy and radioactivity

This exclusion relates to the Nuclear Energy Risk Exclusion Clause NMA 1975(a) (01/04/94).

We will not cover loss or damage connected to radioactivity or nuclear energy risks. Nuclear energy risks include nuclear reactors, nuclear fuel, nuclear waste, and other radioactive material.

Radioactive contamination and explosive nuclear assemblies

This exclusion relates to the Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause (NMA 1622).

We will not cover loss, damage, or liability in any way connected to:

- ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste, or from combusting nuclear fuel
- the hazardous properties of any explosive nuclear assembly, or nuclear part of an explosive nuclear assembly.

Seepage, pollution and contamination

This exclusion relates to the Industries, Seepage, Pollution and Contamination Exclusion Clause - Sudden and Accidental (NMA 1685).

We will not cover any liability for:

- injuries, loss, or damage caused by seepage, pollution, or contamination
- the cost of removing, nullifying, or cleaning up seeping, polluting, or contaminating substances.

However, this exclusion does not apply if the seepage, pollution, or contamination is caused by a sudden, unintended, and unexpected event during a period of insurance.

We will never cover fines, penalties, or punitive or exemplary damages related to seepage, pollution, or contamination.

Supersonic aircraft

We will not cover loss or damage directly caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

Terrorism

This exclusion relates to the Terrorism exclusion Clause (NMA 2921) 08/10/2001

We will not cover loss or damage in any way connected to an act of terrorism.

We will not cover loss or damage in any way connected to controlling, preventing, suppressing, retaliating against, or responding to acts of terrorism.

If we claim that we cannot cover any loss, damage, cost or expense because of this exclusion, you have the burden of proving that cover applies.

If any part of this policy is found to be invalid or unenforceable, the rest of the policy remains in full force and effect.

Definition

An act of terrorism is any act, preparation to act, or threat of action that's designed to either:

- influence any government, or
- intimidate the public, or a section of the public, for political, religious, ideological, or similar reasons.

The act must do one of the following:

- involve violence against one or more people
- involve damage to property
- endanger the life of anyone other than the person committing the act
- risk the health or safety of the public, or a section of the public
- be designed to interfere with or disrupt an electronic system.

Tyre damage

We will not cover damage to tyres caused by braking, punctures, cuts or bursts.

This exclusion does not apply to damage caused by an accident we cover.

War

We will not cover loss or damage in any way connected to war or these similar situations:

- invasion
- acts of foreign enemies
- hostilities or warlike operations (whether war is declared or not)
- civil war
- mutiny
- rebellion
- revolution
- insurrection
- civil commotion assuming the proportions of or amounting to an uprising
- military or usurped power.

Wear, tear, and depreciation

We will not cover loss or damage caused by wear and tear or depreciation.

You have responsibilities under this policy

This section outlines the responsibilities you, and anyone else insured under this policy, must meet.

Follow the terms of this policy and tell us the truth

Anyone claiming a benefit under this policy must:

- comply with our terms and conditions
- make sure all the information on their proposal form is true and accurate.

Otherwise, we may take measures including:

- refusing to pay your claim
- increasing your premium
- cancelling your policy or refusing to renew it.

For example, the vehicle is only covered for private use by the people described on your schedule. You must not use the vehicle as a taxi or rental vehicle. If you do, we may cancel your policy even if you have not made a claim.

Protect your property and prevent accidents

Do everything you can, within reason, to protect your vehicle and keep it in a safe and roadworthy condition.

Do not commit fraud

The entire policy will be void if you do anything fraudulent relating to this insurance.

We can share your information to prevent and detect fraud

To prevent and detect fraud we can:

- share information about you with other organisations, including the police
- check and share your details with fraud prevention and detection agencies.

If we identify fraud, we'll pass details of the fraud to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering.

Tell us about all damage or accidents involving your vehicle

You must tell us about all damage or accidents involving your vehicle, even if the accident is minor or you do not want to make a claim.

If you do not tell us about damage or an accident, you are breaching this policy. We may not renew this policy if you do not report all damage or accidents involving your vehicle.

Follow the limits of use in your certificate of insurance

Make sure everyone driving or using your vehicle follows the limitations of use set out in your certificate of insurance.

Do not rent your vehicle out for other people to use in exchange for money or other reward, and do not use it to carry paying passengers.

Tell us about anything that increases risk

Once your insurance starts, tell us about any changes to your vehicle, such as:

- getting a different or additional vehicle
- modifying your vehicle
- using your vehicle for a different purpose.

You must also tell us about any changes that affect policyholders or drivers, such as:

- someone new driving the vehicle
- changing their address or occupation
- suffering a physical or mental disability, infirmity, or disease
- being convicted for any offence involving a motor vehicle.

If you do not tell us about changes to risk, we may void this policy or refuse your claim.

Changes to risk may affect your eligibility for this policy. We can refuse to renew this policy if the change in risk is too great.

This policy does not affect rights under the Motor Vehicles Insurance (Third Party Risks) Act

Nothing in this policy affects anyone's right to recover any amount under the Motor Vehicles Insurance (Third Party Risks) Act.

But you must repay us all amounts we pay which we were only liable to pay because of that Act. For example, say you breach the terms of this policy, but the Act still requires us to pay a third party for your liability to them. You would have to repay us the amount we paid to the third party.

Starting and ending your policy

How long this policy lasts for

This policy lasts for the period on your schedule, unless you cancel it early or you choose to renew it for a shorter period. Your schedule shows the date and time your cover starts and ends.

How you renew your policy

We will send you a renewal notice before your policy ends if you have reported all damage and accidents involving your vehicle. We will send your renewal notice by email or SMS. To ensure you get your renewal notice, make sure we have your current email address and mobile phone number. To update us on your latest email address or mobile number, call us or visit bciconline.com/update-contact-information/.

To renew your policy, pay us the premium before the due date shown on the renewal notice.

When you renew your policy, you must tell us anything that changes the risk of loss, injury, or damage to your property.

You must keep your sum insured up to date. The market value for most vehicles decreases each year with age and use. The sum insured affects your premium — setting it too high costs you more without increasing the amount we might pay after a claim. We pay whichever is less: your sum insured or the market value.

Sum insured is not the only factor that affects your premium. Your premium can go up even if the sum insured goes down.

If you do not renew your policy before it ends, you will not have any cover until we receive your premium. If you want to renew your policy after it ends, we may ask you to apply for a new policy instead. You will not have any cover for the time between the old policy ending and the new policy starting.

How you pay your premium

You can pay your premium online, at a branch, through your broker or agent, by making a bank transfer and more.

To pay your premium online, visit our website at bciconline.com/pay and select Quick Payment. You can pay online using Mastercard or Visa credit cards or Visa debit cards. You'll need your policy number, which you can find on your schedule or your renewal notice. Enter only the numbers, not the letters.

To pay your premium at a branch, visit any BCIC branch. You'll be able to pay in person using a cheque, cash, debit card, Mastercard, or Visa.

To pay your premium through your broker, follow the instructions they give you.

To pay your premium by making a bank transfer, follow your usual process for paying a bill, for example in your bank's online portal. You'll need your account code for the payment reference. You can find it on your renewal notice.

You can pay your premium all at once, or in instalments

To pay your premium, you can choose to:

- pay it in full when you buy or renew your policy
- pay half when you buy or renew your policy, and pay the other half 30 days later
- pay in monthly instalments across 4 to 11 months.

Visit our website bciconline.com/how-to-pay/ for step-by-step video tutorials on all the ways you can pay your premium.

Cancelling your policy

We may cancel your policy or any part of your policy for any reason. For example, we may cancel your policy after paying your claim for a total loss.

If we cancel your policy, we'll deliver 10 days' written notice to one of the following:

- your last known email address
- you in person at your last known address
- you by letter at your last known address.

You can cancel your policy at any time by giving us written notice or visiting any BCIC branch and giving us notice. We'll refund the unused part of the premium you have paid.

If you cancel your policy within 30 days of the start date, and you have not made a claim, we'll charge you a fee for administration and refund the rest of the premium you have paid.

If this policy is cancelled or suspended, or you sell your vehicle, during the period of insurance, we will only refund your premium after you return your certificate of insurance to us. We will not refund you if your cover is temporarily suspended for less than 6 weeks in a row.

What happens if you die

If you die, we'll cover your legal personal representatives for any liability you incurred under the policy. They must follow the terms of this policy.

Definitions

Certain words in the policy have special meanings. These meanings are given below.

Consequential loss

Any indirect loss you suffer because you can't use your insured vehicle after loss or damage.

Lien holder

The company, financial institution, or person that has a legal claim to your vehicle because they are funding your loan.

Market value

The cost of replacing your vehicle at the time of loss or damage, taking into account its make, model, specification, age, mileage, and condition.

Third party

Anyone involved in an accident, apart from you and your driver.

Total loss

Where we decide to pay the value of your vehicle before the accident, rather than the cost of repairing it.

Your vehicle

The vehicle described in your schedule, including:

- the manufacturer's standard options and accessories fitted to it
- other options, accessories and modifications you have told us about and we have agreed to cover.

We or us

British Caribbean Insurance Company Limited. 'Our' means 'belonging to us'.

You

The person or people or your Company shown in the schedule as the policyholder or the Insured. 'Your' means 'belonging to you'.

