$mallz

Private Motor Car Third Party Insurance Policy

(876) 922-1260
(876) 618-2242

easy@bciconline.com

36 Duke Street,
Kingston, Jamaica

DRIVEN BY BCIC

An affiliate of VM GROUP

BRITISH CARIBBEAN INSURANCE COMPANY LIMITED

SMALLZ - PRIVATE MOTOR CAR THIRD PARTY INSURANCE POLICY

We thank you for insuring your motor vehicle with us.

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 your Vehicle is involved in an accident.

Peter D. Levy

Managing Director

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

HEAD OFFICE - 36 Duke Street, Kingston, Jamaica.

HOW TO MAKE A CLAIM:

Accidents are unpredictable but if one should happen, we are ready to help you. You may submit a claim to us by using one of the following means:

CLAIMS

Visit BCIC website at
www.bciconline.com/claims

Select the type of claim
and submit details.

Visit any of our
Branches and complete
a Claim Form.

You may submit claims queries and any supporting documents to claimsqueries@bcicjamaica.com. All emails submitted will be acknowledged within 1 business day.

HOW TO MAKE A COMPLAINT

If for any reason we have not met your expectations and you would like to make a complaint regarding your policy, our procedures, our staff or a claim, you may submit a formal complaint via one of the following channels;

COMPLAINT

Visit BCIC website at
www.bciconline.com/contactus/

Under contact us, select
"I have a complaint"

Provide details of your
concerns/ queries and submit

You may email all complaints to
bciccomplaints@bcicjamaica.com

Live Chat
(Monday-Friday
8:00 a.m. - 5:00 p.m.)
at www.bciconline.com

Direct Message on Facebook
www.facebook.com/bcicjamaica

Direct Message on Instagram
www.Instagram.com/bcicjamaica

Contents of the booklet

Guide

YOUR CERTIFICATE OF MOTOR INSURANCE
Your Certificate forms part of your Policy and, in particular, specifies:

- who is entitled to drive your vehicle;
- any limitations as to its use;
- whether you are covered while driving other vehicles.

It is also evidence that you have taken out the compulsory insurance required under the Motor Vehicles Insurance (Third Party Risks) Act. 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 specific details of the insurance
(e.g. particulars of the motor vehicle), including the endorsements which apply.

DEFINITIONS
The following words and meanings shall apply to this Booklet, your Certificate of Insurance, your Policy Schedule, The Proposal and Declaration, the Addendum and any Endorsements.

Endorsement
A document issued by us that shows changes to the terms and conditions of your policy.

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

Collision
An event that occurs when your vehicle comes into physical contact with another vehicle, object or person.

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 disclosed to us and we have agreed in writing to cover.

Preamble

THE FOLLOWING APPLIES TO EVERY SECTION OF YOUR PRIVATE MOTOR VEHICLE INSURANCE POLICY.

1. The proposal and declaration made by you, the Policyholder, form the basis of this contract and are deemed to be incorporated in this policy. All references to 'you' and 'your' should be read as references to the Policyholder.

2. For the purpose of this insurance, the 'Policy' means this Booklet, your Certificate of Insurance, your Policy Schedule, the Addendum and any Endorsements, which may apply. It also includes the proposal and declaration mentioned in paragraph 1 above. 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.

3. Your Policy of insurance is underwritten by **British Caribbean Insurance Company Limited**, 36 Duke Street, Kingston. All references to 'us', 'we', 'our' or British Caribbean, or BCIC are to be read as references to British Caribbean Insurance Company Limited.

4. 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.

5. 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.

6. 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. With regard to the Services [if your policy is in force,] and you have accessed any part of the Service or called the Toll Free number provided to you and/or published by BCIC you automatically agree to be bound by these terms and conditions.
   Please carefully read the terms and conditions of use and any promotional material which may be provided.

7. All terms used which are defined in this Policy, the Schedule, any Endorsements, and/or the 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 or Endorsements or Addendum to which the issue relates shall apply.

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	J$1,500,000
(ii) In respect of a series of claims resulting from any one incident	J$3,000,000
Third Party Property Damage in respect of any one claim or series of claims arising out of one event	J$1,500,000

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 Certificate of Motor Insurance.
2. Any passenger travelling in, getting into or out of your vehicle.
3. The legal personal representatives of any person covered under this Policy 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 Policy
2. for damage to any vehicle or property owned by or in the vehicle of any person we indemnify under this Policy

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.

General Exceptions and Conditions

General Exceptions

British Caribbean Insurance Company 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 Motor Vehicle Insurance (Third Party Risks) Act 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 or damage your vehicle was being
   (a) driven or used other than in accordance with the Limitations as to Use set out in the Certificate of Insurance;
   (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.

4. **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) ionising 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.

5. **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.

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

   war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, 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 Maintain your Vehicle**

   You must take all reasonable steps to maintain your vehicle 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 Jamaica only.

8. **Other Insurance**
   If any liability covered by this Policy is also covered by any other insurance taken out by you or on your behalf, we will be liable only for our rateable proportion of the 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 using either of the following methods:

   a) Delivering at least ten (10) days' written notice to your last known email address.
   b) Delivering at least ten (10) days' written notice to you in person at your last known address.
   c) Giving at least ten (10) days' written notice to you by registered letter 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.

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 Motor Vehicle Insurance (Third Party Risks) Act.

    But the Insured shall repay to us all sums paid by us which we would not have been liable to pay but for the Legislation.

11. **Arbitration and 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 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.

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

Your Schedule and the Guide at the front of this booklet set out precisely the cover you have. Remember to take account of the General Exceptions and Conditions and any Endorsements.

TO MAKE A CLAIM

Please complete the Motor Accident Report Form which must be signed by you, the Policyholder and your 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/TRN
- 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.

Special Point of Guidance:
You should notify the Police immediately if you are involved in an accident and make a note of the name of the Police Station and the badge number worn by the Officer on Duty.

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

ADDENDUM

GENERAL

A. The Services described in Part A 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 wilful misconduct or gross negligence by BCIC or its employees. BCIC shall not be liable for any special, direct, indirect or consequential damages incurred by you, the Policyholder or by anyone else which may arise from any delay or interruption in the Services provided hereunder.

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 described hereunder 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, break down 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 wilful misconduct 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 sections of the cities/townships advertised or otherwise communicated to you by BCIC.
If you are involved in a motor vehicle accident whilst operating your vehicle and you wish to access the Service you must call 1-888-2-ASSIST (1-888- 227-7478).
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 ASSIST as instructed by BCIC, these procedures, any promotional material published by BCIC and/or in such other instruction provided to you in relation to these services.

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 provision contained in these additional materials are inconsistent with this Policy then the latter shall prevail.

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