

# COMMERCIAL MOTOR VEHICLE INSURANCE POLICY THIRD PARTY

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## IMPORTANT INFORMATION ABOUT THE POLICY

Thank You for choosing the Commercial Motor Vehicle Third Party Insurance Policy. Please ensure that it meets Your requirements. If You have any queries or wish to make any alterations, please contact Your Agent, Broker or Us.

The Policy explains Your cover rights and obligations and should be read very carefully (in particular those areas which have been shown in bold print) and retained by You for future reference.

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### **PART A THE AGREEMENT**

After You have paid or agreed to pay the premium We will insure You against loss damage or liability as described occurring within Ghana during the Period of Insurance.

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### **PART B DEFINITIONS**

**"You" "Your"** means the Insured named in the Schedule.

**"We" "Us" "Our"** means .....

**"Your Vehicle(s)"** means the motor vehicle(s) and/or trailer(s) described in the Schedule including tool accessories or appliances that are standard equipment whilst attached to or within Your Vehicle.

**"Schedule"** means the attachment which forms part of the Policy and shows Your Policy number together with the important details of Your cover.

**"Policy"** means this document the Schedule and any other amendments issued to You in writing. Together they form The Agreement.

**“Period of Insurance”** means the period shown in the most recent Schedule or a subsequent period for which the Policy has been renewed.

**“Accident”** means an unexpected event resulting in injury or death or loss or damage arising out of the use of your Vehicle in Ghana.

**“Indemnity”** means an exact financial compensation to the policyholder sufficient to place him/her in the same financial position before the loss occurred.

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**PART C WE WILL PAY**

**LIABILITY TO THIRD PARTIES**

In respect of legal liability to third parties resulting from an Accident caused by Your Vehicle We will indemnify:

1. You, or Any other person driving using or in charge of Your Vehicle with Your consent or Any authorised passenger getting in, on or out of Your Vehicle for:
  - (i) **death of or bodily injury to any person, and/or**
  - (ii) **damage to property belonging to someone other than You or a member of Your household.**
2. Our limit of liability arising from one Accident or series or Accidents resulting from any single cause is as stated in the schedule.
3. When a claim is made under this section our limit of liability for Third Party Property Damage is reduced by the amount of claim paid. You are to reinstate the limit by paying an additional premium on the claim amount.
4. All legal costs and expenses incurred with Our written consent in defending any court proceedings arising from an event for which cover is provided are recoverable under this policy.

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**PART D ADDITIONAL BENEFITS**

1. **Emergency Medical Expenses/Treatment**

We will pay the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental and external means sustained by You and/or any occupants of Your Vehicle as the direct result of an Accident to Your Vehicle but such amount shall not exceed the authorized medical expenses limit shown in the schedule. The period within which liability is admissible shall be 48 hours after the accident.

**2. Compensation for Bodily Injury/Death**

We will pay compensation for bodily injury or death sustained by any member of Your household or any other occupants, other than You or the driver whilst getting into, on or getting out of Your Vehicle which results from an accident.

**3. Personal Accident Benefit For Commercial Driver and Mate**

We will pay the amounts as defined in the scale of benefits attached if your driver in control of the vehicle and/or the mate whilst in the vehicle sustained bodily injury or death caused by or arising out of a motor accident. Such an injury or death should manifest itself within three months

Provided always that, in respect of 2 and 3 above

- a. not more than the registered number of persons allowed (as stated in the schedule) are in Your Vehicle at the time of the Accident.
- b. no compensation shall be payable to any person in respect of death or injury directly or indirectly arising from:
  - i. Intentional self-injury, suicide, or attempted suicide, or any wilful act, physical defect or infirmity, or
  - ii. Any accident happening whilst the driver of your vehicle is under the influence of intoxicating liquor or drugs.

**4. No Claim Discount**

Provided no claim is made under this policy during the preceding period of insurance, the renewal premium may be reduced *as per the attached Endorsement A* unless you already receive the maximum allowable No Claim Discount.

**5. Towing Disabled Vehicles**

The policy is operative whilst towing any one disabled mechanically propelled vehicle and indemnity as provided under Part C of the policy shall be extended to such a vehicle being towed provided that:

- a. The towage is not for reward

- b. We will not pay for any damage to such towed Vehicle or property being conveyed thereby.

6. **Trailer**

For damage to property caused by or arising out of the use of any trailer attached to Your Vehicle provided that the number of trailers does not exceed the number permitted by law.

7. **Use Outside Ghana**

We will issue an international Motor Insurance Certificate known as "ECOWAS BROWN CARD" in respect of your vehicle. This policy will cover liabilities as specified in the said ECOWAS BROWN CARD Scheme whilst visiting other countries in the West African Sub-region.

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***PART E. WE WILL NOT PAY***

1. If Your Vehicle is driven without your consent, order or permission.
2. If Your Vehicle is driven by You, or by any person with Your consent, who is not licensed to drive Your Vehicle under all relevant laws.
3. If Your Vehicle is driven by any person:
  - a. whose faculties are impaired by any drug or intoxicating liquor, or
  - b. who at the time of the accident, had been convicted of driving under the influence of any drug or intoxicating liquor, or
  - c. with a percentage of alcohol in his/her breath or blood in excess of the percentage of any drug or intoxicating liquor, or
  - d. who refuses to provide or allow the taking of a sample of breath, blood for urine for testing or analysis.
4. Damage to property belonging to or held in trust or in your custody or control or that of any member of Your household or any other person entitled to indemnity under this Policy.

5. Any claim resulting from death or bodily injury to any of Your employees which arises out of and in the course of their employment unless such employees are being carried by reason of or in pursuance of a contract of employment.
6. If your vehicle is used to carry a greater number of passengers or convey or tow a load in excess of that for which Your Vehicle was constructed.
7. If Your Vehicle is used in an unsafe or unroadworthy condition and such condition caused or contributed to the loss.
8. For loss, damage or liability caused by or materially contributed to by Your own criminal act or resulting from the use of the vehicle for an unlawful purpose.
9. For damage caused by war, foreign enemies, hostilities, mutiny, insurrection, revolution, military or usurped power or by nuclear fuel, waste or material.
10. If Your Vehicle is used in connection with the motor trade for repairs, experiments, tests, trials or in any motor sport.
11. For bodily injury, death or property damage occasioned by lawful seizure or other operation of law.
12. For loss or liability incurred whilst Your Vehicle is on rails, whether running or stationary.
13. If Your Vehicle is being used or attached to or towing a vehicle being used for commercial transportation of dangerous goods as defined in the Ghanaian Code for the Transport of Dangerous Goods by Road or Rail. However, if transportation complies with such Code, then the maximum we will pay in respect of all claims arising out of one Accident is as stated in the schedule.
14. For damage to property caused by sparks or ashes from the Motor Vehicle or caused by or arising out of the explosion of the boiler of the Motor Vehicle.
15. For Any claim arising out of any contractual liability.
16. For damage or loss intentionally caused by You or any person acting with Your consent.
17. Damage to any bridge or weighbridge and/or to any road and/or anything beneath by vibration or by the weight of the vehicle and/or load carried by the vehicle.
18. For any accident which occurs outside Ghana.

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**PART F, IMPORTANT MATTERS**

1. The policy and the certificate are not transferable
2. We may avoid the Policy if you fraudulently:
  - a. failed to disclose to Us before the Contract was entered into every matter which You knew or which could reasonably be expected to have known to be a matter relevant to Our decision whether to insure You and on what terms to accept the risk, or
  - b. misrepresented any facts to Us before the Contract was entered into, and if We would not have entered into the Contract for the same premium and on the same terms and conditions expressed in the Policy but for your failure to disclose or the misrepresentations you made.
3. Avoidance of Certain Terms and Right of Recovery.

If we are obliged by the provisions of the law specified in the schedule to make any payment under this Policy, which we would not otherwise have paid, we reserve the right to recover the amount from you or from the person who incurred the liability.

4. Application of Limits of Indemnity

In the event of any accident involving indemnity to more than one person, our liability shall be limited to the agreed amount stated under Part C, Section 1 [ii] and shall apply in priority to the insured.

3. Persons Entitled to Drive

Persons or Classes of Persons entitled to drive the vehicle are as shown in the Certificate of Motor Insurance.

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**PART G GENERAL CONDITIONS**

1. **Cancellation**

- a. Where the policy is subject to credit facility and the premium is not paid in full within the agreed period the policy is deemed automatically cancelled.
- b. You may cancel the Policy by giving written notice to Us and by surrendering the Insurance Certificate. We will refund the unused premium after the application of our customary short period premium rates provided no claims have been paid or are pending under the policy.
- c. We may cancel the Policy by giving written notice to You by registered letter to Your last known address. We will provide at least 14 days notice prior to cancellation and We will also refund the unused premium on pro-rata basis.

2. **Excess**

You will be responsible for the amount shown in the under Excess.

3. **Notice shall be given** in writing to the Company immediately an event giving rise to a claim occurs.
4. **If You replace Your Vehicle** We will cover the replacement vehicle on Our existing terms. Cover on the replaced vehicle then ceases automatically.
5. **Any person entitled to indemnity** under the Policy is bound by the terms of the Policy.
6. **You must notify Us** in writing if You have already effected, or if in the future You effect, any other insurance or insurances which cover Your Vehicle in whole or in part.
7. **You will take all reasonable steps** to protect Your Vehicle and will comply with all legal requirements regarding the safety, maintenance and operations of Your Vehicle.
8. **Any differences** arising from the amount of claim payable under this Policy will be subject to the provisions of the Arbitration Act in force at the time of the difference.

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***PART H WHAT YOU MUST DO AFTER AN ACCIDENT***

1. In the event of any accident You must immediately forward to Us:
  - a. full details of the accident in writing
  - b. any communication or court documents received
2. In respect of each claim or potential claim You must:
  - a. not make any admission of guilt or offer of payment without Our written consent
  - b. allow Us to have the sole conduct of all negotiations and proceedings if we so desire.
  - c. notify Us of any other insurance that also provides cover, whether in whole or in part.
  - d. notify the Police as soon as possible of all accidents.
3. We may at our discretion:
  - (a) arrange for representation at any inquest regarding any death which may be the subject of indemnity under this Policy.
  - (b) Undertake the defence of proceedings in any Court of Law regarding any act or alleged offence which causes or relates to any event which may be the subject of indemnity under this Policy.

(c) after the happening of an accident giving rise to a claim or series of claims under section 2-1(ii) of the policy, we will pay to you the full amount of our liability under that section and relinquish the conduct of any defence or negotiations or proceedings on your behalf.

**PERSONAL ACCIDENT COMPENSATION SCHEDULE**

**Scale of Benefits**

Sum Insured - GH¢5,000.00

1. Death	100%
2. Total and irrecoverable loss of sight in both eyes	100%
3. Total Loss by physical severance at or above the Wrist or ankle of both hands or feet or of one hand and one foot.	100%
4. Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye.	100%
5. Total and irrecoverable loss of all sight in one eye	50%
6. Total loss by physical severance at or above the wrist or ankle of one hand or one foot.	50%
7. Hospitalisation/Disablement from engaging in or giving attention to such a person's occupation.	1% of S. I. Per Week for a period not exceeding 26 weeks
8. Medical Expenses Necessarily Incurred.	Not More Than 20% of the Sum Insured.

**Provided Always That:**



- a. Compensation shall only be payable to a claimant under one of the benefits 1 to 7 stated above in respect of any one Accident and Our total liability shall not exceed the sum of GH¢5,000.00 cedis for any one claimant.
- b. No compensation shall be payable to any person in respect of death or injury directly or indirectly arising from an Accident happening whilst the driver of Your Vehicle is under the influence of intoxicating liquor or drugs.

## **Endorsement A**

### **No Claim Discount**

In event of no claim being made or arising under this policy during the period of insurance specified below immediately preceding the renewal of a Policy, the renewal premium for such part of the insurance as is renewed shall be reduced as follows:

Period of Insurance	Reduction
The preceding year	25%
The preceding two consecutive years	30%
The preceding three consecutive years	35%
The preceding four consecutive years	45%
The preceding five consecutive years	50%

If more than one motor vehicle is described in the schedule, the No Claim Discount shall be applied as if a separate policy had been issued in respect of each such motor vehicle.

If one claim is paid under the policy with respect to a motor vehicle, the No Claim Discount applicable at renewal shall be stepped down to the level of the preceding insurance period. Where two claims are paid for within the same period of insurance any No Claim Discount earned shall be forfeited.

## **Endorsement B**

### **Licence Clause**

You will be responsible for the amount shown in the schedule under Excess with respect to Licence where You, the driver or the person in charge of the vehicle for the purpose of driving

- Is under 18 years of age
- Holds a provisional licence

- Holds a licence but has been driving for less than one year.