

**MOTOR CYCLE INSURANCE POLICY  
THIRD PARTY FIRE AND THEFT**

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**IMPORTANT INFORMATION ABOUT THE POLICY**

**Thank You for choosing the Private Motor Cycle Comprehensive Vehicle 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 Motor Cycle"** means the motor cycle and/or sidecar described in the Schedule.

**"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 Motor Cycle 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**

**SECTION 1 – MOTOR CYCLE LOSS OR DAMAGE**

1. For loss of or damage to Your Motor Cycle caused by or arising out of:
  - (a) Fire external explosion self-ignition or lightning.
  - (b) Theft, Burglary, Housebreaking.
2. We will at Our option repair, reinstate or replace Your Motor Cycle or pay the amount of the loss of or damage to Your Motor Cycle. The maximum amount payable by Us will be the Sum Insured shown in the schedule or the market value of the Motor Cycle at the time of the loss or damage whichever is less.
3. You may authorise the repair of your damaged motor cycle for which We may be liable under this policy provided that:
  - a. the estimated cost of such repair does not exceed the authorised repair limit shown in the schedule.
  - b. we are furnished immediately with a detailed estimate of the cost and
  - c. You shall give the company every assistance to ensure that such repair is necessary and the charge reasonable.
4. When a claim is made under this section the Sum Insured is reduced by the extent of claim paid. You are to reinstate the Sum Insured by paying an additional premium on the claim amount.
5. If the cost of repairs to your Motor Cycle is more than the Sum Insured We will treat it as a total loss.
6. If we settle on the basis that your motor cycle is a total loss or uneconomical to repair, We will become entitled to possession and ownership of your motor cycle.
7. When a total loss settlement has been made the cover of Your Motor Cycle is cancelled with no refund of premium.

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## **SECTION 2 – LIABILITY TO THIRD PARTIES**

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

1. You, or Any other person riding, using or in charge of Your Motor Cycle with Your consent, or Any authorised passenger getting on or off Your Motor Cycle 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 of Accidents resulting from a single original cause is as stated in the schedule.
3. When a claim is made under Section 2-1 (ii) 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 agreement 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***

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 other occupants of Your Motor Cycle as the direct result of an Accident to Your motor cycle but such amount shall not exceed the authorised medical expenses limit shown in the Schedule. The period within which liability is admissible shall be 48 hours after the accident.

### **2.      *Personal Accident Benefit to Policyholder/Rider***

We will pay the amounts as defined in the scale of Personal Accident Benefit attached whilst You or the Rider in control of the Motor Cycle sustain bodily injury or death caused by or arising out of a motor accident.

Provided always that:-

- a. not more than the registered number of persons allowed (as stated in the schedule) are on Your Motor Cycle 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. An accident happening whilst the Rider of your Motor Cycle is under the influence of intoxicating liquor or drugs.

3. **Removal and Storage**

In the event of an accident we will pay for the reasonable cost of protection and removal of Your Motor Cycle to the nearest repairer or place of safety and to any other place approved by Us provided the cost does not exceed 20% of the agreed repair bill.

4. **Side-Car**

For damage to any Side-car which at the time of the accident or theft is attached to Your Motor Cycle. Payment will not exceed the market value or the Sum Insured of the Side-Car whichever is less.

5. **Tyre Replacement**

We will pay the replacement cost of any tyre that is damaged and is rendered unusable as a direct result of an accident provided that the damaged tyre was not worn out, rethreaded or recapped prior to the accident.

6. **No Claim Discount**

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

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**PART E WE WILL NOT PAY**

1. If Your Motor Cycle is driven without Your consent, order or permission.
2. If Your Motor Cycle is driven by You, or by any person with Your consent, who is not licensed to drive Your Motor Cycle under all relevant laws.
3. If Your Motor Cycle 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 permitted by law, or
  - d. who refuses to provide or allow the taking of a sample of breath, blood or 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 Motor Cycle is used to carry a greater number of passengers or convey or tow a load in excess of that for which Your Motor Cycle was constructed.
  7. If Your Motor Cycle 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 motor cycle for an unlawful purpose.
  9. For damage caused by war, foreign enemies, hostilities, mutiny, insurrection, revolution, military, or usurped powers, by nuclear fuel, waste or material.
  10. If Your Motor Cycle is used in connection with the motor trade for repairs experiments, tests, trials or in any motor sport.
  11. For loss or damage occasioned by lawful seizure or other operation of law.
  12. For loss or damage if Your Motor Cycle is on a railway line/crossing whether running or stationary other than as cargo.
  13. For loss or damage to accessories or spare parts by burglary, housebreaking or theft.
  14. For depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure.
  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. For damage to Your tyres by application of brakes or by road punctures, cuts or bursts.
  18. For theft of or from Your Motor Cycle after an accident if reasonable steps to protect or safeguard Your Motor Cycle have not been taken.
  19. If there are more than one of You insured under the Policy We will not insure any of You for loss resulting from or occasioned by any of You stealing, converting, absconding or otherwise misappropriating Your Motor Cycle.
  20. For Loss suffered because You cannot use Your Motor Cycle.
  21. If Your Motor Cycle is used for the conveyance of passengers for fare, hire, or reward other than under a private pooling arrangement.
  22. Claims in respect of death or bodily injury to You or any other person entitled to indemnity under the policy.
  23. 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 Section 2(ii) and shall apply priority to the insured.

5. Persons Entitled to Drive.

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

6. Overnight Theft

We shall not be liable for loss of or damage to the motor cycle resulting directly or indirectly from Burglary, Housebreaking or Theft between the hours of 7:00 p.m. and 6:00 a.m. unless such a theft or damage occurs whilst the motor cycle is in the locked compound patrolled by a night watchman or whilst the motor cycle is in use prior to final parking in such garage or compound for the night.

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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 We Will refund the unused premium after the application of our customary short period premium rates.
- (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 schedule 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 motor cycle** We will cover the replacement motor cycle on Our standard terms. Cover on the replaced motor cycle 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 Motor Cycle in whole or in part.
7. **You will take all reasonable steps** to protect Your Motor Cycle and will comply with all legal requirements regarding the safety, maintenance and operations of Your Motor Cycle.
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 in writing
  - b. any communication or court documents received
2. You may choose Your repairer, but before repairs are started You must:
  - a. obtain Our written consent
  - b. make Your Motor Cycle available for Our inspection

We have the option to invite, accept, adjust or decline estimates or to arrange (at Our expense) for the removal of Your Motor Cycle to other repairers for quotation purposes.

3. 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. give Us all reasonable assistance and co-operation in all regards including recovery from the person responsible for the accident.
  - d. notify Us of any other insurance that also provides cover, whether in whole or in part.
  - e. notify the Police as soon as possible of all accidents including theft of or malicious damage to Your Motor Cycle.
4. 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.

## **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.

