

Section II of this Policy the Company may pay to the Insured or any person claiming to be indemnified the full amount of the Company's liability under Section II and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or such person or by any claimant or other person after the Company shall have relinquished such conduct.

13) **Other Insurance** – If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss, damage, compensation, costs or expenses provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under Exception (a) (ii) to Section II of this Policy

14) **Cancellation** - The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the time during the current Period of Insurance the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate (s) of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Company's Short Period Rates for the time during the current Period of Insurance the Policy has been in force

15) **Arbitration** - All differences arising out of this Policy shall be referred to arbitration with a single Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the two Arbitrators do not agree, an Umpire shall be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company if the Company shall disclaim liability for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

16) **Invoice** - In the event of loss or damage to the Motor Vehicle or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle is held or repairs or in the event of the Company exercising the option under (Section 1-1 of this Policy) to pay in cash the amount of the loss or damage, the Liability of the Company in respect of any such payment shall be limited to:-

- (a) (i) The price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the Motor Vehicle is held for repair, or:-
- (ii) If no such catalogue or price list exists, the price last obtainable at the Manufacturer's work plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repairs and the amount of the relative import duty.
- b) The reasonable cost of fitting such part.

17) **Outstanding Premiums** - This Motor Insurance Policy being an annual contract it is hereby understood and agreed that The Company shall be entitled in any total loss settlement (Constructive or otherwise) to deduct any premiums payable to complete the policy year.

18) **Avoidance of Certain Terms and Right to Recovery** - Nothing in this Policy or any endorsement hereon 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 Legislation. But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for legislation

**INSURANCE PROVIDED**

Where the Insurance Provided is:

- (1) **Comprehensive** – All sections of this Policy are Operative
- (2) **Comprehensive for Motorcycles** – All sections of are operative except Section 4
- (3) **Third Party Fire and Theft** – Section 1 (1) (b) and sections 2 & 4 only are operative
- (4) **Third Party** – Section 1 is cancelled
- (5) **Territorial Scope:** Guyana and Suriname

**In Witness Whereof, Assuria General (GY) Inc. has caused this policy to be signed by the Managing Director and countersigned on the schedule page by a duly authorized representative of the Company.**

.....  
**Managing Director**



**ASSURIA GENERAL (GY) INC.**

Lot 133 Church Street  
 South Cummingsburg - Georgetown  
 Tel: 226-7052  
 WhatsApp / Mobile: 623-7278  
 P.O. Box 10267  
 guyana@assuria.gy  
 https://assuria.gy/



**BRANCH OFFICES**

- Lot R 1 Vreed-en-Hoop, West Bank Demerara
- Giffland Mall, Turkeyen, East Coast Demerara
- Lot 22 Republic Avenue, Mackenzie, Linden
- Lot 51 'A' South Public Road, Rose Hall Town, Corentyne, Berbice
- Lot 3 South Half, Anna Regina, Essequibo Coast
- Lot 312 Highway Parika, East Bank Essequibo
- Amazonia Mall Providence, East Bank Demerara
- Lot 38 Springlands, Corriverton, Berbice
- Lot 24 D'Edward, Village West Bank Berbice
- West Central Mall, Leonora, West Coast Demerara

**3. Protection and Removal after Accident**

If the Motor Vehicle is disabled by reason of loss or damage insured under the Policy the Company will subject to the Limits of Liability bear the current market cost of protection and removal to the nearest repairers and of delivery within the country where the loss and damage was sustained.

**4. Authority to Repair**

The Insured may authorize the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that:-

- a) the estimated cost of such repair does not exceed the Authorised Repair Limit of \$100,000:-;
- (b) a detailed estimate of the cost is forwarded to the Company without delay together with a completed accident report form.

**5. Duty Free Concession**

If the vehicle stated on the schedule is the subject of any duty free concession, it is agreed and understood that the insured will be responsible for the payment of all duties and taxes payable in respect of the vehicle insured in event of loss or damage sustained to the said Motor Vehicle or part thereof.

**6. Depreciation**

It is hereby understood and agreed that the insurer reserved the right in conjunction with the insured to decrease the sum insured or value of the Motor Vehicle based on its condition at the time of renewal, accident or reinstatement of Policy.

**7. Average**

Whenever a sum insured is stated in the Schedule to be subject to the Average Condition, if the property covered thereby shall on the occurrence of any accident or theft, or at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against be collectively of greater value than such sum insured, then the insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the loss accordingly

**EXCEPTION TO SECTION 1**

The company shall not be liable to pay for:-

- (a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages
- (b) damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time; and in no case for tyre punctures, cuts or tyre burst or damage through side-slips or application of brakes
- (c) damage caused by overloading or strain
- (d) the amount applicable as the deductible/excess being the first portion of the amount otherwise payable in respect of each occurrence as stated on the Schedule.
- (e) Loss or damage arising by Theft while:
  - (i) the keys or lock to the car transmitter or entry card from the Keyless entry system are left in or on the Motor Vehicle while it is left unattended.
  - (ii) the car is left unattended without being properly locked and/or if any window, roof opening, roof, trunk or hood is left open or unlocked.

**Motor Insurance Policy Document**

**Whereas** the insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the Insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

**Now this Policy Witnesseth:** That in respect of events occurring during the Period of Insurance and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy):

**If the Insured** shall make any claim knowing same to be false or fraudulent, as regards to amount or otherwise, this policy shall become void and all claims hereunder be forfeited.

**This policy** and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the Schedule shall bear such specific meaning it may appear.

**Section 1 - Insurance On The Motor Vehicle**

**1. Loss or Damage**

The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and including essential equipment describe in the Schedule caused by:-

- (a) accidental collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear;
- (b) fire, external explosion, self-ignition or lightning or burglary; house-breaking or theft;
- (c) malicious act;
- (d) accident or fire whilst in transit by road or inland waterway.

At its own option the Company may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts.

The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the Company's liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Sum Insured stated on the Schedule.

**2. Hire Purchase Agreement or Mortgage**

If to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase agreement or bill of sale by way of mortgage any payment in cash shall be made to the owner described in the hire purchase agreement or the mortgagee described in the bill of sale whose receipt shall be a full and final discharge to the Company in respect of such loss or damage

## Section 2 – Liability to Third Party

### 1. Indemnity to Insured

The Company will subject to the Limits of Liability and Jurisdiction Clause indemnify the Insured in event of an accident caused by or arising out of the use of the Motor Vehicle on a public road against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of

(a) death of or bodily injury to any person being carried in or upon or entering or getting on to or alighting from the vehicle except where such death or bodily injury arises out of and in the course of employment of such person by the Insured and excluding liability to any person being a member of the Insured's household who is a passenger in the motor vehicle unless such person is being carried for hire or reward or by reason of or in pursuance of a contract of employment.

(b) damage to property except property belonging to the Insured or held in trust by or in the custody or control of the Insured or any member of the Insured's household.

### 2. Indemnity to other persons

The Company will subject to the Limits of Liability and the Jurisdiction Clause indemnify any Authorised Driver or at the request of the Insured any person (other than the person driving) in or getting into or out of the motor vehicle against all sums including claimant's costs and expenses which he shall become legally liable to pay in respect of

(a) death of or bodily injury to any person

(b) damage to property

where such death or injury or damage arises out of an accident cause by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle.

### 3. Indemnity to Legal Representatives

In the event of the death of any person entitled to indemnity under the Section of the Company will in respect of the liability incurred by such person indemnify his legal personal representatives in the terms and subject to the limitations which applied to such person.

### 4. Application of Limits of Liability

In the event of an accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

### 5. Representation and Defence

The Company may at its own option

a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section.  
(b) Undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

### 6. Legal Cost

The Company will pay legal cost and expenses incurred with its written consent

## **EXCEPTION TO SECTION 2**

The Company shall not be liable in respect of

(a) under sub-sections 2 or 3 to indemnify any person

(i) unless such person shall observe fulfill and be subject to the Terms of this Policy insofar as they can apply

(ii) if such person is entitled to indemnity under any other policy

b) Death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section

(c) Death or bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom

(d) Damage to any property including Motor Vehicle belonging to or held in the trust by or in the custody or control of the Insured or any person claiming to be indemnified under sub-section 2 or a member of the same household as the Insured or of the same household as any person claiming to be indemnified under sub-section 2

e) Death of or bodily injury to any person (other than a passenger carried for hire or reward or by reason of or in pursuance of a contract of employment) being carried in or upon entering or getting on to or alighting from such Vehicle at the time of the occurrence of the event out of which claims arises,

subject however to the 'Limitation as to use; contained in the Schedule hereto

f) Death or bodily injury caused by or arising out of the explosion of the boiler of such vehicle, unless such death or injury is caused by or arises out of the use of such vehicle on the public thoroughfare

g) Compensation for any damages in respect of judgments not in the first instance delivered by or obtained from a Court of competent jurisdiction with the geographical area

(h) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recovered in the geographical area

i) Damage to any bridge and/or weigh-bridge and/or viaduct and/or any road and/or anything beneath by vibration or by the weight of such vehicle and/or load carried by such vehicle.

## **SECTION 3 – Medical Expenses**

The Company will pay to the Insured medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or any authorised driver of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle subject to a maximum of \$5,000 during any one period of insurance

## **SECTION 4 – Passenger Liability**

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this policy is extended to cover accidental bodily injury or death to any person being carried in the vehicle (s) specified in the Schedule, provide that such persons are not members of the Insured's household or any relation thereto: and that at the time of the accident the vehicle as not carrying more person than the seating capacity stated on the Schedule of this policy. **The Limits of Liability for passengers' liability under this extension are only applicable as and when shown on the Schedule.**

## **SECTION 5 – Towing Disabled Vehicles**

This policy shall be operative whilst the Motor Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the Company will indemnify in terms of Section 2 in respect of liability in connection with such towed vehicle provided that

a) Such towed vehicle is being towed for reward

b) The company shall be liable by reason of this section in respect of damage to such towed vehicle or property being conveyed thereby

c) The Company shall not be liable for any damaged caused by the negligent manoeuvre of the towed vehicle covered by the policy

## **GENERAL EXCEPTIONS**

The Company shall not be liable in respect of

1) any accident, loss damage of liability caused, sustained or incurred whilst on the Insured's order or with his permission or to his knowledge:-

a. the motor vehicle outside the Geographical Area of Guyana and/or Suriname

b. any motor vehicle in respect of which indemnity is provided by this Policy is

(i) being used otherwise than in accordance with the Limitations as to Use as stated in the Schedule.

(ii) being driven by any person other than an Authorised Driver or is for the purpose of being driven by him in the charge of such person.

2) any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with

(a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, rebellion revolution, insurrection, military or usurped power, strike, riot, civil commotion, detention, seizure, confiscation or any attempt

(b) flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature or by direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident, loss, damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

3) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

4) any sum which any person claiming to be indemnified would have been entitled to recover from any party but for an agreement between such person and such party.

5) (a) any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

(b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; for the purposes of this exception combustion shall include any self-sustaining process of Nuclear Fission.

6) any accident, loss damage or liability directly or indirectly caused by or contributed to by or arising from Nuclear weapons materials.

## **CONDITIONS**

1) **Interpretation** - This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear

2) **Written Notice** - Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

3) **Care of Motor Vehicles** - The Insured shall take all reasonable steps to safeguard Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper

precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

4) **Notification of Loss** - In event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof to the Company with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any such occurrence. In case of theft, accident, loss, damage or other criminal act which give rise to a claim under this Policy the Insured shall give immediate notice to the Police, make or lodge a report with the Police, and co-operate with the Company in securing the conviction of the offender if necessary

5) **Claims Procedure** - No admission, offer, promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured or such person the defence or w being settlement of any claim or to prosecute in the name of the Insured or such person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require.

6) **Compulsory Excess** - In the event of any claim arising under Section 1 of this Policy in respect of any event, the Insured shall firstly be responsible for and bear the amount stated as the Compulsory Excess in the Schedule (or any lesser expenditure which may be incurred) being the first amount of any expenditure or payment for which provision is made thereunder.

7) **Road Licence and Driving Licence Validity Clause** – It is hereby warranted that no claims arising under the policy shall be admissible (except so far as is necessary a requirement of the legislation) unless the person driving the insured vehicle holds a valid driving permit at the time the vehicle is involved in any accident giving rise to a claim against the Company and the vehicle is also duly licenced to be on the road.

8) **No Claim Discount** - In the event of no claim being made or arising under this policy during a period of insurance immediately preceding the renewal of the Policy and such period being not less than twelve months, the renewal premium shall be reduced in accordance with the prevailing scale of discount. In the event that a claim is presented the discount is reduced or deleted from the policy.

9) **Jurisdiction Clause** - The Company shall not be liable in respect of compensation for damage in respect of judgments delivered or obtained in the first instance other than by a Court of competent jurisdiction within the Geographical are of Guyana or a foreign judgment given legal enforceability in Guyana by a Court of competent jurisdiction in Guyana.

10) **Intoxication Clause** - The Company shall not be liable to make any payment in respect of any accident, loss, damage or liability caused or arising whilst the motor vehicle is being driven by the Insured or by any person provided that he is in the Insured's employment and/or is driving on his order or with his permission whilst under the influence of or whilst his efficiency as a driver is impaired by intoxicating liquor or drugs.

11) **Indemnity** - The policy is one of indemnity and the Insured shall not be entitled to derive profit from any occurrence giving rise to a claim thereunder.

12) **Payment of Limits of Liability** - At any time after the happening of any event giving rise to a claim or series of claims under