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| **Motor** **Product** **Clause & Wording**  **1 Voluntary Excess Own Damage (DELETED)**  **2 Liability under Act Policy only (applicable only to Motor Trade Policy)**  It is hereby understood and agreed that section I of this policy is deemed to be canceled |
| **3 Fire and/or Theft Risks only (Not applicable to Motor Trade Policy)**  It is hereby understood and agreed that notwithstanding anything contained herein to the contrary Insurer shall only be liable to indemnify the Insured against loss or damage by fire self-ignition or Section II and Bonus clause of this policy are deemed to be canceled and under Section I thereof the lightning or housebreaking or theft whilst the vehicle is laid up in garage and not in use.  Subject otherwise to the terms exceptions conditions and limitations of the policy.  Notes:  1) In the case of Act liability and Fire only delete the words " or burglary housebreaking or theft from the first paragraph.  2) In the case of Act liability and Theft only delete the word " fire external explosion self-ignition or lightning " from the first paragraph.  3) To be used comprehensive policy form.  (a) **Act Liability and Fire and / or Theft Risks** (comprehensive Policy form to be used)  It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy the Insurer shall not be liable there under except in respect of loss or damage by fire external explosion self-ignition or lightning or burglary housebreaking or theft.  Subject otherwise to the terms exceptions conditions and limitations of this policy.  Notes:  i) In the case of Act liability and Fire only delete the words " or burglary housebreaking or theft from the first paragraph.  ii) In the case of theft Risk only delete the words " Fire Explosion self-ignition or Lightning " from first paragraph " Burglary Housebreaking or Theft from the first paragraph. |
| **4 Accident to Insured or any Named person other than a Paid Driver or Cleaner**  **(Private Vehicle)**  In consideration of the payment of an additional premium it is hereby understood and agreed that the Insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by .... in direct connection with the motor vehicle or whilst mounting and dismounting from or travailing in private motor vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :  Scale of Compensation:   1. Death only………………………………………………………………………………………………..100% 2. Total and irrecoverable loss of i) Sight of both eyes or of the actual loss by physical separation of the two entire two entire feet or of one entire hand and one entire foot or of such loss of sight of one eye and loss of one entire foot or of one entire hand ………………………………………………………………………………………………………..100% ii) Use of two hands or two feet or of one hand or one foot or of such loss of sight of one eye and such loss of use of one hand or one foot……………………………….100% 3. Total and irrecoverable loss of:   i) The sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot...........................................................................................50% ii) Use of a hand or a foot without physical separation……………………………50%  Note:  For the purpose of Clause (b)and Clause (c)above, physical separation "of a hand or foot means separation at or above the wrist and/or at or above the ankle respectively.   1. Permanent total disablement from injuries(other than named above)which shall be direct consequences thereof permanently, totally, absolutely disable the insured from engaging in any employment or occupation of any description. Provided always that 1). Compensation shall be payable under one only of items(a)to (d)above in respect of any such person arising out of any one occurrence and the total liability of the insurer shall not in aggregate exceed the Sum of Tk… during any one period of insurance in respect of any such person. 2). Such person is not less than 16 nor more than 65 years of age at the time of such injury. 3). No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly part arising or resulting from or traceable to (1)intentional self injury suicide or attempted suicide physical defect or infirmity of (2)an accident happening whilst such person is under the influence of intoxicating liquor or drugs.   4). Such compensation shall be payable in respect of death or bodily injury directly to the injured person or to his/her legal representatives whose receipt shall be a full discharge in respect of the injury to such person.  Subject otherwise to the terms exceptions conditions and limitations of the policy .  Note:   1. The scale of compensation must be inserted on the endorsement 2. Where the endorsement is in faovur of the insured himself provision (4) should be omitted. |
| **5 Accident to unnamed Passenger other than the Insured his P. Driver or Cleaner (PVT only)**  In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by any passenger other than the Insured and / or his paid driver , attendant or cleaner and / or a person in the employ of the Insured coming within the scope of the Workmen's Compensation Act 1923 , and subsequent amendments the said Act and engaged in and upon the service of the Insured at the time such injury is sustained whilst mounting into dismounting from or travailing in but not driving the motor vehicle and caused by violent accidental external and visible means which independently of any other cause shall within three Calendar months of the occurrence of such injury result in :  Scale of Compensation   1. Death only ...............................................................................................100 % 2. Total and irrecoverable loss :   i)sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet , or of one entire hand and one entire foot , or of such loss of sight to one eye and loss of use of one entire foot or of one entire hand ..........................100 %  ii)Use of two hands or two feet , or of one hand or one foot or of such loss of sight of one eye and such loss of use of one hand or one foot .....................................100 %  c)Total and irrecoverable loss of :  i) the sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot ...... 50 %  ii)use of a hand or a foot without physical separation ..................50 %  Note:  For the purpose of Clause ( b ) and Clause ( c ) above , " physical separation " of a hand or foot means separation at or above the wrist and / or at or above the ankle respectively .  d)Permanent total disablement from injuries ( other than named above ) which shall as direct consequences thereof permanently , totally , absolutely disable the insured from engaging in any employment or occupation of any description.  Provided always that :   1. Compensation shall be payable under one only of items ( a ) to ( d ) above in respect of any such person arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Tk ............. . \* during any one period of insurance in respect of any such person . 2. Such person is not less than 16 nor more than 65 years of age at the time of such injury . 3. No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to ( 1 ) intentional self injury suicide or attempted suicide physical defect or infirmity or ( 2 ) accident happening whilst such person is under the influence of intoxicating liquor or drugs .   ( 4 ) Such compensation shall be payable only with the approval of the Insured and directly to the injured person or to his / her legal representative whose receipt shall be a full discharge in respect of the injury of such person .  ( 5 ) Not more than.............................. person are in the said motor vehicle at the time of occurrence of such injury .  Subject otherwise to the terms exceptions conditions and limitations of this Policy  Notes :   1. The sum to be inserted in calculated by multiplying the death benefit by the full seating capacity of the vehicle excluding the driver's seat . 2. The scale of compensation must be inserted on the Endorsement |
| **6 Accident to paid Driver, Cleaner or conductors**  In consideration of the payment of an additional premium it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the paid driver / cleaner / conductor in the employ of the Insured in direct connection with the ... ..............and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :  Scale of Compensation  a ) Death only .....................................................................................................100%  b ) Total and irrecoverable loss of :  i ) sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet , or of one entire hand and one entire foot , or of such loss of sight of one eye and loss of one entire foot or of one entire hand .........................100%  Total and irrecoverable loss of :  ii ) Use of two hands or two feet , or of one hand and one foot , or of such loss of sight of one eye and such loss of use of one hand or one foot ...................................100%  c )Total and irrecoverable loss of :  i ) the sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot .................................50%  ii ) use of or a hand or a foot without physical separation .................................... 50 %  Note:  For the purpose of Clause ( b ) and Clause ( c ) above , " physical separation " of a hand or foot means separation at or above the wrist and / or of the foot at or above the ankle respectively .  d ) Permanent total disablement from injuries ( other than named above ) which shall as direct consequences thereof permanently , totally , absolutely disable the insured from engaging in any employment or occupation of any description .  Provided always that :  1 ) Compensation shall be payable under one only of items ( a ) to ( d ) above in respect of any such person arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Tk ........................ during any one period of insurance in respect of any such person .  2)Such person is not less than 16 nor more than 65 years of age at the time of such injury .  3 ) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to ( 1 ) intentional self injury suicide or attempted suicide physical defect or infirmity or an accident happening whilst such person is under the influence of intoxicating liquor or drugs .   1. Such compensation shall be payable only with only with the approval of the insured and directly to the injured person or to his/her legal representative whose receipt shall be a full discharge in respect of the injury of such person.   Insert “Motor Car”, “Motor Vehicle”, “Motor Cycle” as appropriate. |
| **7 Vehicle Laid up (Comprehensive Policy)**  Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that as ... day of ....................... vehicle number ................ is laid up in garage and not in from the use and during this period all liability of the insurer under this policy in respect of the said vehicle is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLE CAUSED BY FIRE EXPLOSION SELF IGNITION OR LIGHTNING OR BURGLARY HOUSEBREAKING OR THEFT in consideration whereof .   1. the insurer will deduct from the next renewal premium the sum of Tk .....after necessary adjustment . 2. and of the payment of an additional premium of Tk....... the period of insurance by this Policy is .........extended to the .............. day of ..........Subject otherwise to the terms exception conditions and limitations of this Policy   N.B. In the case of " Act Liability " Policies the words in Capitals should be deleted .  In the case of Policies covering Fire and / or Theft Risk in addition to other Liability to the Public Risks only those words in Capitals should be deleted which do not refer to Fire and / or Theft risks . |
| **8 Vehicle Laid up in Garage**   1. ( a ) Not withstanding anything to the contrary contained herein it is hereby understood and agreed that as from the ....... ........ day of ............. ..the .. ..vehicle no . . is laid up in garage and not in use and liability of the insurer under this policy in respect of the said vehicle is suspended SAVE ONLY IN RESPECT OF LOSS OR DAMAGE TO THE SAID VEHICLES CAUSED BY FIRE EXTERNAL EXPLOSION SELF IGNITION OR LIGHTNING OR BURGLARY HOUSEBREAKING OR THEFT .   Subject otherwise to the terms exceptions conditions and limitations of this Policy .  In the case of " Act Liability " Policies the words in Capitals should be deleted . In the case of policies covering Fire and / or Theft Risk in addition to Act only risks those words in Capitals should be deleted which don't refer to Fire and / or Theft risks .   1. ( b ) It is hereby understood and agreed that the insurance by this Policy is reinstated in full as from .......... and the Endorsement No ............................ attaching to this Policy shall the ................. day of ... be deemed to be cancelled . It is further agreed that in consideration of the period during which the .............. Vehicle No ......... ........... has been out of use .   a ) the insurer will deduct from the next renewal premium the sum of Tk ...............after necessary adjustment .  b ) and of the payment of an additional premium of T .................. the period of insurance by this Policy is extended to the . ..Subject otherwise to the terms , exceptions conditions and limitations of this Policy . |
| **9 Transfer of interest**  It is hereby understood and agreed that as from ............ 19.............the interest in the Policy is Transferred to and vested in.......of....................carrying on or engaged in the business or profession of ........... who shall be deemed to be the Insured and whose proposal and declaration dated........19...........shall be deemed to be incorporated in and to be the basis of this contract.  Provided always that for the purpose of the adjustment of No claim bonus Claim loading no period during which the interest in this policy has been vested in any previous insured shall accrue to the benefit of.........  Subject otherwise to the terms exceptions conditions and limitations of this Policy. |
| **10 Hire Purchase**  It is hereby understood and agreed that .............. (Hereinafter referred to as the Owners) are the owners of the and that the .......... ... is subject of an Hire Purchase Agreement made between the owners of the one part and the Insured of the other part and it is further understood and agreed that the owners are interested in any monies which but for this Endorsement would be payable to the Insured under this Policy in respect of loss or damage to the . … ................. (which loss or damage is not made good by repair reinstatement or replacement) and such monies shall be paid to the Owners ... and their receipt shall be a full and final discharge as long as they are the owners of ... to the insurer in respect of such loss or damage.  Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Insured or the Insurer respectively under or in connection with this policy.  " Insert ' Motor Car “, " Motor Vehicle “, " Motor Cycle " as appropriate. |
| **11 Lease Agreement:**  It is hereby understood and agreed that .. ( hereinafter referred to as the Lessors ) are the owners of the Motor Vehicle and that the Motor Vehicle is the subject of a Leasing Agreement made between the Lessors of the one part and the insured of the other part . It is further understood and agreed that any payment made in respects of loss or damage ( which loss or damage is not made good by repair , reinstatement or replacement ) pursuant to any legal liability on the part of the Insurer to the Insured under Section - I of this policy shall be made to the Lessors as long as they are owners of the Motor Vehicle and their receipt shall be a full and final discharge to the Insurer in respect of such loss or damage . It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary this policy is issued to the insured namely ................ as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the Insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Insured to the Lessor of his rights benefit and claims under this policy and further nothing herein shall be construed as creating or vesting any right in the Owner’s; Lessor to sue the insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.  Subject otherwise to the terms exceptions conditions and limitations of this policy. |
| **12 Legal Liability to passengers excluding Liability for Accidents to employees of the Insured arising out of and in the course of their employment**  **(Commercial and Motor Trade Vehicles only)**  (For use with Comprehensive policies)  In consideration of an additional premium of Tk ....... and notwithstanding anything to the contrary contained in Section II - I (c) but subject otherwise to the terms exceptions conditions and limitations of this policy the insurer will indemnify the insured against liability at law for compensation (including law Costs of any claimant) for death of or bodily injury to any person other than a person excluded under Section II - I (b) being carried in or upon or entering or mounting or alighting from the Motor Vehicle.  Provided always that in the event of an accident occurring whilst the motor vehicle is carrying more than the number of persons mentioned in the schedule hereto as being the licensed carrying capacity of that vehicle in addition to the conductor if any then the insured shall repay to the insurer a rateable proportion of the total amount which would be payable by the insurer by reason of this endorsement if not more than the said number of persons were carried in the motor vehicle.  Provided further that in computing the number of persons for the purpose of this endorsement any 3 children not exceeding 15 years of age will be reckoned as two persons and any children in arms not exceeding 3 years of age will be disregarded.  Provided further that in the event of the policy being cancelled at the request of the insured no refund of premium paid in respect of this endorsement will be allowed.  Subject otherwise to the terms exceptions conditions and limitations of this policy. |
| **13 Legal Liability to Non-Fare Paying Passengers other than Statutory**  **Liability except the Fatal Accidents Act,1855(Commercial Vehicles only)**  In consideration of an additional premium of Tk ....... and notwithstanding anything to the contrary contained in Section II - I (b)and (c) it is hereby understood and agreed that the insurer will indemnify the insured against his legal liability under the statue (except the fatal Accident Act,1855) in respect of death of or bodily injury to:-   1. Any employees of the within named insured who is not a workmen’s within the meaning of the workmen’s compensation Act prior to the date of this Endorsement and not being carried for hire or rewarded 2. Any other person not being carried for hire or reward provided that the person is. 3. The owner or representative of the owner of the goods. 4. Chartered or representative of the charterer of the truck 5. Any other person directly connected with the journey in one form or other, being carried in or upon or entering or mounting or alighting from any motor vehicle described in the schedule of the policy. |
| **14 Legal Liability to Non-Fare paying passengers who are not employees of the insured (Commercial Vehicles only).**  In consideration of an additional premium of Tk ....... and notwithstanding anything to the contrary contained in Section II - I (c) it is hereby understood and agreed that the insurer will indemnify the insured against his legal liability under the Statue (except the Fatal Accident Act,1855) in respect of death of or bodily injury to any person not being an employee of the insured and not carried for hire or reward provideded that the person is:   1. The owner or representative of the owner of the goods. 2. Chartered or representative of the charterer of the truck 3. Any other person directly connected with the journey in one form or other, being carried in or upon or entering or mounting or alighting from any motor vehicle described in the schedule of the policy.   Subject otherwise to the terms exceptions conditions and limitations of this policy. |
| **15 Legal Liability to Employees of the Insured who may be driving/riding the Employer's Motor Cycles.**  In consideration of an additional premium of Tk ....... and notwithstanding anything to the contrary contained in the policy the insurer will indemnify the insured against his legal liability under the Statue (except the Fatal Accident Act,1855) for Compensation  (Including law costs of any claimant) for death of or bodily injury to any employee of the within named insured whilst getting on to or alighting from or driving the motor cycle described in the schedule hereto but such maximum indemnity is limited to the sum of TK…………for the driver.  Subject otherwise to the terms exceptions conditions and limitations of this policy. |
| **16 Legal Liability to Employees of the insured who may be traveling nor driving the Employer's Car other than paid Drivers(Private vehicle only)**  In consideration of an additional premium of Tk ...........it is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the insurer will indemnify the insured against liability at law other than liability under statute Statue (except the Fatal Accident Act,1855) for compensation (Including law costs of any claimant) for death of or bodily injury to any employee(other than paid drivers) of the within named insured being carried in or upon or entering or getting on to or alighting from or driving the motor vehicle but such indemnity is limited to sum to TK………..\*in respect of any number of claims in connection with the motor vehicle out of any one cause.  Provided that in the event of an accident whilst such motor car is carrying more than…… employee of the insured(Including the driver ) the Insured shall repay to the insurer a rateable proportion of the amount payable by the insurer by reason of this endorsement in respect of accident in connection with such motor vehicle.  Subject otherwise to the terms exceptions conditions and limitations of this policy.  \*The number of which premium has been paid. |
| **17 Legal Liability to persons employed in connection with the operation and /or maintaining and/or Loading/unloading of Motor Vehicles**  (For goods and carrying Vehicle)  In consideration of an additional premium of Tk ...........it is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the insurer will indemnify the insured against his legal liability under :-  The Workmen's compensation act , 1923 and subsequent amendments of that Act prior to the date of this Endorsement the Fatal Accidents Acts , 1855 or at Common Law in respect of personal injury to any paid driver ( or cleaner or conductor or person employed in loading / or unloading but in any case not exceeding seven in number including driver and cleaner ) whilst engaged in the service of the Insured in such occupation in connection with the ....... \* and not exceeding seven in number and will in addition be responsible for all costs and expenses incurred with its written consent.  The premium having been calculated at the rate of Tk . 30 per driver ( and / or cleaner or conductor and / or person employed in loading and / or unloading but not exceeding seven in number including driver and cleaner ) . Provided always that ;  1 ) This Endorsement does not indemnify the Insured in respect of any liability in case where the Insured holds or subsequently effects with any insurer or group of Underwriters a policy of insurance in respect of liability as herein defined for his general employees .  2 ) The Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations .  3) The Insured shall keep a record of the name of each driver cleaner conductor or person employed in loading and / or unloading and the amount of wages salary and other earnings paid to such employees and shall at all times allow the insurer to inspect such record .  4) In the event of the policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed . Subject otherwise to the terms exceptions conditions and limitations of this policy except so far as necessary to meet the requirements of the Motor Vehicles Act , 1991 . |
| **18 Legal Liability to paid driver and/o Conductor employed in connection with the operation of Motor Vehicle.**  (For Buses Only)  In consideration of the payment of an additional premium Tk ... it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the Insurer shall indemnify the Insured against his legal liability under :  The Workmen's Compensation Act , 1923 and subsequent amendments of that Act prior to the date of this Endorsement the Fatal Accident Act , 1855 or at Common Law in respect of personal injury to any paid driver and / or conductor whilst engaged in the service of the Insured in such occupation in connection with the Motor Vehicle and will in addition be responsible for all costs and expenses incurred with its written consent .  The premium having been calculated and paid while taking insurance of the vehicle concerned at the rate Tk . 30 / = for driver and / or conductor .  Provided always that:   1. This Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any Insurer or group of underwriters, a policy of Insurance in respect of liability as herein defined for his general employees. 2. The Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations. 3. The Insured shall keep a record of the name of each driver cleaner conductor or person employed in Loading and / or unloading and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Insurer to inspect such record.   4) In the event of the policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed. Subject otherwise to the terms exceptions conditions and limitations of this policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1991. |
| **19 Legal Liability to paid driver employed in connection with the operation of Motor Vehicle.**  (For Private vehicle, Motor Cycle , Taxi , Auto - Rickshaw , Tractor & other Miscellaneous Vehicles )  In consideration of the payment of an additional premium Tk ... .... It is hereby understood and agreed that notwithstanding anything contained herein to the contrary the insurer shall indemnity the insured against his legal liability under.  The Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this Endorsement the Fatal Accidents Act , 1855 or at Common Law in respect of personal injury to paid driver whilst engaged in the service of the Insured in such occupation in connection with the motor vehicle and will in addition be responsible for all costs and expenses incurred with its written consent . The premium having been calculated and paid while taking insurance of the vehicle concerned at the rate Tk . 30 / = for driver and / or conductor .  Provided always that :  ( 1 ) This Endorsement does not indemnify the Insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of underwriters a policy of Insurance in respect of liability as herein defined for his general employees .  ( 2 ) The Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations .  ( 3 ) In the event of the policy but will be allowed the request of the insured no refund of the premium paid in respect of this Subject otherwise to the terms exceptions conditions and limitations of this policy excepts so far as necessary to meet the requirements of the Motor Vehicles Act , 1991. |
| **20 Caravan Trailers, Luggage Trailers (Private Vehicle Policies Only).**  In consideration of the payment of an additional premium Tk .. ......... it is hereby understood and agreed that the indemnity granted by this policy shall extend to apply to a Caravan Trailer / Luggage Trailer (Registered No.)  Provided always that:  \*\*( a ) The value of such Craven Trailer / Luggage Trailer shall be deemed not to exceed Tk .................................. "  \*\*( b ) The term Caravan Trailer / Luggage Trailer shall not include its contents or anything contained thereon .  ( c ) Such indemnity shall not apply in respect of death or bodily injury to any person being conveyed by the said Caravan Trailer / Luggage Trailer otherwise than by reason of or in pursuance of a contract of employment .  Subject otherwise to the terms exception conditions and limitations of this policy.  \*\* Note: Delete whichever is not applicable.  \*\* Delete in the case of Act Liability Risks Only Policies.  \*\* Insert value of trailer as declared at inception of insurance or any renewal thereof |
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| **21 Exclusion of Riot & Strike (including Malicious and terrorist activities).**  In consideration of an appropriate discount under the policy it is hereby understood and agreed that the words by Riot and Strike Malicious in Section I of the policy and terrorist activities are hereby deleted and the insurer shall not be liable for accidental loss or damage caused by or liability directly arising out of.  1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock - out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbances.  2) the willful act of any striker or locked out worker done in furtherance of a strike or in resistance to lock out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act in minimising the consequence of any such act.  3)**Malicious and Terrorism Activities**  In the event of any claim the Insured 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 consequences thereof and in default of such proof the insurer shall not liable to make any payment in respect of such a claim.  Subject otherwise to the terms exceptions conditions and limitations of this policy. |
| **22 Exclusion of Special Perils Earthquake (Fire and Shock damage)**  In consideration of an appropriate discount under the policy it is hereby understood and agreed that the words Earthquake ( Fire and Shock Damage ) in Section - 1 ( item of the Policy ) are hereby deleted and the above perils .  In the event of any claim the insurer 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 occurrence or any consequences thereof and in default of such proof the insurer stall not be liable to make any payment in respect of such a claim . |
| **23 Exclusion of Special Perils (Flood Typhoon etc).**  In consideration of an appropriate discount under the policy it is hereby understood and agreed that the words Flood Typhoon Hurricane Storm Tempest Inundation Cyclone Hailstorm Frost in Section I( item ... of the policy ) are hereby deleted and the Insurer shall not be liable for accidental loss or damage caused by or liability directly arising out of the above perils .  In the event of any claim the Insured shall prove that the accident loss damage or liability asse independently of and was in no way connected with or occasioned by or taceable any of the said occurrences or any or any consequence thereof and in default of such proof the insurer stall not be liable to make any payment in respect of such a claim. |
| **24 Replacement of Parts (Market value Cause)**  It is hereby understood and agreed notwithstanding anything to the contrary contained in this policy that in the event of loss or damage to the .. \*\*and or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the…………..\*\* held for repair or in the event of the insurer exercising the option under condition…………..\*to pay in case the amount of the loss or damage the liability of the insurer in respect of any such part shall be limited to: |
| **25 Extension of Geographical Area.**  It is hereby understood and agreed that notwithstanding anything contained in this policy tho the contrary the geographical area shall from the day of 199 to the day of 199 (both days inclusive) be deemed to include.............  Subject otherwise to the terms exceptions conditions and limitations of this policy.  Note:  Insert the name of country, extended to cover the geographical Area. |
| **26 Compulsory Excess (Commercial Vehicles Policies only).**  Other than as provided under Ends.No.27  it is hereby understood and agreed that Notwithstanding anything contained in section I of this policy the insured in respect of each and every event shall be responsible for the first 1%of sum insured( subject to a minimum of TK………\*)of any expenditure for which provision is made under section I of the policy.  If the expenditure incurred by the insured shall include the amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.  For the purpose of this endorsement the expression event shall mean an event or series of events by this policy. arising out of one cause in connection with the Motor Vehicle in respect of which indemnity is provided by this policy.  The excess referred to in this endorsement is commulative with the excess referred to in Section 1 of the Policy and / or other endorsements if any put on the policy .  \* Insert Tk. 3,000 / - private vehicle, Tk. 5,000 / - commercial vehicle |
| **27 Compulsory Excess (For three wheeled goods carrying Vehicle**  Notwithstanding anything to the contrary herein it is hereby understood and agreed that :   1. Except in the case of total loss of the Vehicle the Insurer shall not be liable under Section I of the policy for loss of or damage to tyres . |
| **28 Demonstration-Driving Extension (Applicable to Motor Trade Policies Only).**  In consideration of the payment of an additional premium of TK…………..and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the policy shall be operative whilst the vehicles are being driven for the purpose of demonstration by persons not in the employ of the insured provided he is driving with the insured permission and is accompanied by the insured or by any person in the insured’s employ.  Subject otherwise to the terms exceptions conditions and limitations of this policy. |
| **29 Tuition-Driving Extension (Applicable only to Motor Trade Polices issued on**  **the Named Driver Basis).**  In consideration of the payment of an additional premium of TK…………..and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the policy shall be operative whilst the vehicles are being driven for the purpose of demonstration or tuition by any other persons provided he is driving with the insured permission and is accompanied by a named driver mentioned in the policy schedule.  Subject otherwise to the terms exceptions conditions and limitations of this policy. |
| **30 Loss of Accessories (for Motor Cycle/Scooter Polices only).**  In consideration of the payment of an additional premium of TK………………….and notwithstanding anything to the contrary contained in section I (c) but subject otherwise to the terms exceptions conditions and limitations of this policy the insurer will identify the insured in respect of loss of or damage to Accessories the property of the insured caused by Burglary, Housebreaking or theft.  Provided always that the insured shall be responsible in respect of each and every event for the first TK.500.00(or any less expenditure which maybe incurred ) of the loss or damage.  If the expenditure incurred by the Insurer shall include the amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.  For the purpose of this Endorsement the expression “Event” shall mean an occurrence or series of arising out of one cause in connection with the motor Cycle in respect of which indemnity is provide by this policy. |
| **31 Discount for Membership of Recognized Automobile Associations**  **(Private Vehicle and Motor Cycles only).**  It is hereby understood and agreed that if the insured ceases to be a member of.......during the currency of this policy he shall immediately notify the insurer accordingly and refund to the insure a proportionate amount of the discount allowed on this account for the unexpired period of the cover. |
| **32 Hired Vehicles Hirer-Driving.**  (Commercial Vehicle Policies only).  It is hereby understood ad agreed that notwithstanding anything to the contrary contained in this policy unless the Motor Vehicle is being driven by or is for the purpose of being driven by him in the Charge of the within named insured or a driver in his employ the policy shall only be operative whilst the Motor vehicle is let on hire by the Insured to any person (Hereinafter called the Hirer) who:  (1) Shall have entered into a hire contract with the insured and who prior to such hiring shall have satisfactorily completed and signed a supplementary insurance proposal form a copy of which is endorsed on this policy)  (2) shall have satisfied the Insured  (a) that the Motor Vehicle will only be driven by a duly licensed driver whose licence has not been endorsed.  (b) that such driver has not been refused Motor Insurance nor had his insurance policy cancelled nor had special conditions imposed nor had increased premium asked for by reason of claims experience.  (i) For any loss damage or liability due to or arising from theft or conversion by the Hirer.  (ii) If the expenditure incurred by the Insurer shall include the amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the Insurer forthwith.  For the purposes of this endorsement the expression claim shall mean a claim or series of claims arising out of one cause in respect of the Motor Vehicle.  (iii) If the Motor Vehicle is used by the Hirer for carriage of passengers for hire or reward.  \* For the purposes of this endorsement the Insurer will in terms of and subject to the provisions contained in item I of Section II of this policy treat the Hirer as a person who is driving the Motor Vehicle. Further it is agreed that the Insured shall forward to the Insurer the supplementary insurance proposal referred to above completed by the Hirer immediately after receipt thereof which proposal as well as that referred to in this policy shall be the basis of the contract expressed in this endorsement so far as it relates to the indemnity which is operative whilst the Motor Vehicle is let on hire to such Hirer.  Subject otherwise to the terms exceptions conditions and limitations of this policy.  NOTE: -  For Act liability policies delete the whole of items (i)and (ii) and the paragraph marked with an asterisk. |
| **33 Theft and Conversion Risk:**  It is hereby understood and agreed that notwithstanding anything to the contrary contained in this policy in consideration of the payment of extra premium TK.............Clause 2(b)1 of Endorsement No. 32 is hereby deemed to be deleted.  It is further understood and agreed that No Claim Discount/ claim loading will not be applicable to the additional premium charged hereunder. |
| **34 Use of commercial Type Vehicles for both Commercial and Private Purposes**  **(Applicable to Commercial Vehicle Policies only)**  Agreed  In consideration of the payment of an additional premium of Tk……………..  Use of commercial Type Vehicles for both Commercial and Private Purposes (Applicable to anything to the contrary contained herein it is hereby understood and agreed that12 :-  and notwithstanding  The Insurer will indemnify the Insured against his legal liability other than liability under Statute (except alighting from any motor vehicle described in the schedule to his policy. the Fatal Accidents Act, 1855) in respect of death of or bodily injury to any person not being an employee of the Insured not carried for hire or reward whilst being carried in or upon or entering or mounting or  purposes. This policy shall be operative whilst any vehicle described in the schedule hereto is being used by the Insured or by any other person with the permission of the insured for social domestic or pleasure  vehicle provided that such person :- Whilst any such vehicle is being so used the Insurer will in the terms and subject to the limitations of and for the purposes of Scetion II of this policy treat as though he were the Insured the person using such  Is not entitled to indemnity under any other policy.  endorsements of this policy in so far as they can apply.  Shall as though he were the Insured observe fulfil and be subject to the terms provisions conditions and  3) Has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer or Underwriter. Subject otherwise to the terms conditions exceptions and limitations of this policy.  note: -  In case of Act Policies delete (1) |
| **35 Change of Vehicles.**  It is hereby understoodandagreed that as from the ………..day of………the ………\*registration Number………..is deemed to be deleted from the Schedule and the specific hereunder is to be included therein.  In conscience of the above an extra/a refund of premium of TK……………is charged\allowed to the ………..day of………199 Future annual premium TK……..  Subject otherwise to the terms exceptions conditions and limitations of this policy.  \*Insert “Motor Car” Motor vehicle” Motor Cycle” as appropriate. |
| **36 Agricultural and Forestry Vehicles-Extended cover.**  It is hereby declared and agreed that in consideration of an additional premium the indemnity provided by this policy shall apply in respect of any trailer (including Agriculture implements such as Ploughs, Harrows and the like)described in the undernoted schedule of trailers as though it were a vehicle described in the schedule and had set against it in the schedule the value set against it in the undernoted  schedule of tailors. Provided that the Insurer shall be under no liability under Section I of the policy in respect of any part of the agricultural trailer or implements caused by ground obstructions.  Description Insured's Estimate of value  Insert make number or some other means of identification. Threshing Machines, Drums Bailing, Trussers and Tiers must be identified as such.  Subject otherwise to the terms exceptions conditions and limitations of this policy.  Note :-  In the case of Act policies the Endorsement must be suitably amended. |
| **37 Mobile Cranes / Drilling Rige.**  It is hereby declared and agreed notwithstanding anything to the contrary contained in this policy that in respect of the Motor Vehicle\*……… the Insurer shall be under no liability.   1. Under Section I of this policy in respect of loss or damage resulting from overturning arising out of the or theft. operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto except for loss or damage arising directly from fire, explosion, self ignition or lightning or burglary housebreaking or theft. 2. Under Section II except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1991 in respect of liability incurred by the insured arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto.   1. Omit paragraph (a) for :-  (i) "Act Policies."  (ii) Comprehensive policies where an additional premium has been paid for inclusion of damage by overturning.  N.B.  \* Insert make number or some other means of identification.  2.Where a premium reduction is allowed for exclusion of damage when in use as a tool of trade omit from paragraph (a) the words resulting from overturning and except for loss……..or theft.  3.Where additional premium has been paid for the inclusion of liability to the public Risks while in use as a tool of trade omit paragraph (b) for comprehensive policies and for Act liability including Fire and/or Theft policies omit Endorsement entirely. |
| **38 Indemnity to Hirer- Comprehensive policy - Negligence of the Owner or Hirer.**  It is hereby declared and agreed that in consideration of an additional premium the insurer will indemnify any hirer of the Motor Vehicle against loss damage and liability as defined in this policy arising in connection whith the Motor vehicle while let on hire.  Provided that any such hirer shall as though he were the insured observe fulfill and be subject to the terms exceptions conditions and limitations of this policy in so far as they can apply. |
| **39 Indemnity to Hirer- Comprehensive Policy-Negligence of the Insured.** |
| **40 Indemnity to Hirer Act Policy - Negligence of Owner or Hirer**  It is hereby declared and agreed that they will indemnify any hirer of the motor Vehicle against liability as defined in this policy arising in connection with the motor Vehicle while let on hire.  Provided that any such hirer shall as though he were the insured observe fulfill and be subject to the terms exceptions conditions of this policy in so far as they can apply. |
| **41 Exclusion of Damage while in use as a Tool of Trade.**  It is hereby declared and agreed except so far as is necessary to meet the requirements of the motor vehicles act, 1991 insurer shall be under no liability under section II of this policy in respect of liability incurred by the Insured arising out of the operation as a tool of the motor Vehicle or of plant forming part of the motor Vehicle or attached thereto. |
| **42 Exclusion of Liability to the Public working Risk (Except as required by the Motor Vehicles Act 1991.**  It is hereby declared and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1991 insurer shall be under no liability under Section II of this policy in respect of liability incurred by the Insured arising out of the operation as a tool of the Motor Vehicles or of plant forming part of the Motor Vehicle or attached thereto. |
| **43 Cinema Film Recording and Publicity Vans**  It is hereby understood and agreed that notwithstanding anything to the contrary contained in this policy the Insurer shall be under no liability in respect of loss or damage to cinematic photographic or sound equipment costumes or any other technical property fixtures and fittings on the Motor vehicle unless they are firmly and permanently fixed to the body of the vehicle and are not detachable from time to time |
| **44 Specified attachments (Special Types vehicles**  It is hereby declared and agreed that while any attachment in the undernoted Schedule of Attachments is attached to the Motor Vehicle or is detached and out of use the indemnity provided by this policy shall apply in respect of any such attachments as though it were the Motor Vehicles and had set against it in the Schedule the value set against it in the undernoted schedule of Attachments.  SCHEDULE OF ATTACHMENTS  Description Insured's Estimate of value  Insert make number or some other means of identification.  Note: In the case of Pedestrian Controlled Tractors insert in Description in the Schedule of Attachments any standard attachment of the Tractor supplied by the makers. |
| **45 Mobile Shops and Canteens.**  It is hereby understood and agreed that notwithstanding anything to the contrary contained in this policy the insurer shall be under no liability in respect of:  \*(a) Loss of or damage to……. \*\* on the motor vehicle.  (b) death of or bodily injury to or illness of any person caused by or through or in connection with or arising. from:-  (i) poisoning of any kind or foreign or deleterious matter in food or drink  (ii) anything harmful in the condition of any goods supplied at or from the motor vehicle or the defective condition of the container of such goods.  (iii) anything harmful or defective in any treatment given at or from the motor vehicle.  NOTES:  \* For Act Policies omit proviso (a)  \*\*1. In the case of Mobile Shops and Canteens insert the words Utensils or stock-in-trade and omit (ii)  2. In the case of Mobile Surgeries insert the words Surgical Instruments medical appliances or supplies. |
| **46 Mobile Plant - Inclusion of liability to the public working risk where Tool of Trade, is used Only for work performed in or upon the vehicle or Traifer:**  If is hereby declared and agreed that execpt so far as is necessary to meet the requirements of motor vehicle Act, 1991, the insurer shall be under no liability under section II of this policy in respect of liability arising out of:   1. the explosion of any vessel under pressure being part of plant attached to or forming part of the Motor Vehicle. 2. the operation other than in or in the Motor Vehicle forming part of or attached to the Motor Vehicle. |
| **47 Mobile Plant - Inclusion of Liability to the public working Risk - All other cases.**  It is hereby understood and agreed notwithstanding anything to the contrary contained in this policy that the insurer shall be under no liability under Section II in respect of  (a) death injury or damage caused by or resulting from  (i) subsidence flooding or water pollution  (ii) damage to pipes or cables  arising out of the operation as a tool of the Motor Vehicle or of any plant forming part of Motor vehicle or attached thereto.  (b) damage to property resulting from the manufacture construction alteration repair or treatment of such property by the Insured.  (c) death injury or damage caused by or through property on which the Insured has carried out any process of manufacture construction alteration or repair or treatment.  It is further understood and agreed that except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1991 the Insurer shall be under no liability under Section II of this policy in respect  of liability incurred by the Insured arising out of the explosion of any vessel under pressures being part of plant attached to or forming part of the Motor Vehicle. |
| **48 Extension of cover to private Use (Motor Trade only)-**  In consideration of the Payment of an additional premium and notwithstanding anythig contained herein to the contrary it is hereby understood and agreed that this policy shall be operative whilst the Motor Vehicle is being used by the insured or with the permission of the Insured by a Member Director or employee of the Insured for social domestic or pleasure purposes.  Whilst the Motor Vehicle is being so used the Insurer will in terms of and subject to the limitations of and for the purpose of section II of this Policy treat as though he were the Insured person using the Motor Vehicle provided that such person:  Is not entitled to indemnify under any other Policy.  Shall as though he were the Insured observe fulfil and be subject to the terms provisions conditions and endorsements of this Policy in so far as they can apply.  Has not been refused any Motor Vehicle Insurance or continuance thereof by any Insurer. Subject otherwise to the terms exceptions conditons and limitations of this Policy. |
| **49 Loan or Hire of Vehicles to Customers (Motor Trade Only).**  Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the Motor, Vehicle(s) described in the Schedule hereto may be let out on loan or hire to Insured's customers when their vehicle(s) is/are under repair with the Insured.  Porvided that the Insured agrees to record in a register for the purposes of this Policy the date of loan or hire of such motor vehicle its Make and Registered Number or engine and chassis number if the car/vehicle itself is not registered) and the duration of the loan or hire and to submit to the Insurer within one month of the expiry of each period of insurance a statement of the total number of days each vehicle was in use.  Provided also that the premium for this policy shall be subject to adjustment on expiry of each period of Insurance.  Subject otherwise to the terms exceptions conditions and limitations of this policy. |
| **50 Motor Cycles (Motor Trade Only).**  It is hereby declared and agreed that Item 5 in the Schedule to this Policy is deemed to have been deleted and the following substituted therefor :-  The Motor Vehicle: Any two wheeled motor cycle (including side car attached thereto) the property of the Insured or in his custody or control whilst bearing Trade Certificate No.  It is further declared and agreed that the words "motor vehicle" wherever they appear are deemed to have been deleted and substituted by the words "motor cycle".  All steam-driven vehicles are excluded. |
| **51 Open-Air Car Parks (Motor Trade Internal Risks only).**  In consideration of the payment of an additional premium it is hereby understood and agreed that for the purpose of this policy the premises shall be deemed to include the car park at .........superficial area not exceeding............. |
| **52 Work Away from Premises (Motor Trade Internal Risks only).**  In consideration of the payment of an additional premium it is hereby understood and agreed that the premises are deemed to include any place at which the insured is performing work not being premises under the control of the insured provided that the insurer shall not be liable in respect of injury or damage resulting from the driving of the Motor Vehicle in a public place in Bangladesh within the meaning of the Motor Vehicles Act, 1991. |
| **53 Liability Under "Act Policy only excluding Damage to Vehicles (Motor Trade Internal Risks only).**  It is hereby understood and agreed that  (a) Section I and Section II (2) (a) and the word other in Section II (2) (b) of this policy and the Item No. Claim, Discount in the Schedule to this policy are deemed to be cancelled and  (b) the Insurer shall not be liable in respect of damage to the Motor Vehicle or its accessories. |
| **54 Vehicles subject to Hypothecation Agreement.**  It is hereby declared and agreed that the Insured's........ is pledged to/hypothecated with................... (hereinafter referred to as the Pledgee) and it is Further declared and agreed that the said pledgee is interested in any moneys which but for the Endorsement would be payable to the Insured under this policy in respect of the loss of or damage to said. \*.................(which loss or damage is not made good by repair reinstatement or repalcement) and such money shall be paid to the said Pledgee as long as they are the pledgee of the.....................and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.  Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights or liabilities of the Insured or the insurer respectively under or in connection with this policy or any term provision or condition therof.  (\*Insert Private Vehicle, Motor Vehicle or Motor Cycle" as appropriate).  **55 Trailers (Road Transit only).**  In consideration of the payment of an additional premium it is hereby understood and agreed that Insurance by Section I and II of this policy shall extend to the Motor Vehicle (mechanically propelled or otherwise) attached to the Motor Vehicle for the purpose of being towed PROVIDDED ALWAYS THAT:-  (a)the Insurer shall not be liable under this policy in respect of damage to property conveyed by the towed vehicle.  (b) the Insurer shall not be liable under this policy in respect of accident loss damage and/or liability caused |
| **56 Legal liability under the Workmen Compensation Act,1923 in respect of the carriage of more than six employees (Excluding the Driver) in goods carrying Vehicles.**  In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything to the contrary contained herein the insurer shall indemnify the Insured against his legal liability under the Workmen's Compensation Act, 1923 and subsequent amendments to that Act prior to the date of this Endorsement in respect of death of or bodily injury to any person (other than the paid driver) exceeding six in number whilst being carried in the Motor Vehicle and will addition be responsible for all costs and expenses incurred with its written consent.  Provided always that:  The Insurer shall not be liable by virtue of this Endorsement to indemnify the Insured in respect of any liability in case where the insured holds or subsequently effects with any Insurer a policy of Insurance in respect of liability as herein defined for the general employees and where the insured has not obtained special permission from the registration authorities for carriage of more than six such employees.  The insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.  The Insured shall keep a record of the name of each person employed in connection with the loading and unloading of the vehicles and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Insurer to inspect such record.  In the event of the policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.  Subject otherwise to the terms exceptions conditions and limitations of this policy. |
| **57 Compulsory Excess-Loss or Damage to Motor Scooters (Not Applicable to Act only, Policies).**  It is hereby understood and agreed that the Insurer shall not be liable to pay the first Tk................. (or any less expenditure which may be incurred) of any claim in respect of which the indemnity would but for this endorsement have been provided by Section I of this policy.  If the expenditure incurred by the Insurer shall include the amount for which the insured is responsible hereunder such amount shall be repaid by the Insured to the Insurer forthwith.  For the purpose of this Endorsement the expression "claim" shall mean a claim or series of claims arising out of one cause in respect of the Motor Scooter.  Subject otherwise to the terms exceptions conditions and limitations of this policy.  Note  Where a voluntary excess in addition to the compulsory excess provided in the Tariff is borne by the Insured the total figure of excesses (i.e. voluntary plus compulsory excess) should be subsituted for the compulsory excess figure of Tk.............. Appearing in the first paragraph of this Endorsement). |
| **58 Reliability Trials and Rallies (Private Vehicle and Motor Cycle (including Motor Scooters) only.**  In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity granted by this policy is extended to apply whilst the.................\* registration mark................... is engaged in...............(name of event)................. to be held at.... ........ on or about the......... day of............. under the auspices of (promoters of the event). |
| **59 Compulsory Excess-Loss or damage to Taxes or Private Vehicle type Vehicles plying for public hire (not applicable to “Act Policies”).**  It is hereby understood and agreed that the Insurer shall not be liable to pay the first 1% of sum insured of each and every claim (Subject to a minimum of f Tk...........) in respect of which the Indemnity would but for this Endorsement have been provided by Section I of this policy.  For the expenditure incurred by the Insurer shall include the amount for which the insured is responsible hereunder such amount shall be repaid by the Insured to the Insurer forthwith.  For the purpose of the Endorsement the Expression "Claim" shall mean a claim or series of claims arising out of one cause in respect of any one private car type vehicle plying for public hire described in the Schedule hereto.  Subject otherwise to the terms exceptions conditions and limitations of this policy.  This excess is in addition to all other excesses in this policy. |
| **60 Motor trade policy Class E" Road Risk only (Applicable to comprehensive and Act Policies)**  It is hereby declared and agreed notwithstanding anything contained herein to the contrary that in respect of any New Vehicle and Chassis bearing a Trade Certificate Number specified in the Schedule the Geographical Area for the purpose of this policy shall be as defined hereunder and not as stated in the Schedule hereto.  Geographical Area  Under Section II-(i) Bangladesh.  Under all other Sections within a radius of 100 miles from the Insured's address as stated in the Schedule hereto.  Subject therwise to the terms exceptions conditions and limitations of this policy. |
| **61 Use Limited to Own Premises**  It is hereby declared and agreed that the insurer shall be under no liability in respect of any vehicle described in the Schedule while such vehicle is being used elsewhere than on the insured premises. |
| **62 Use confined to sites-Goods carrying Vehicles.**  It is hereby declared and agreed that the insurer shall be under no liability in respect of any vehicle described in the Schedule while such vehicle is being used elsewhere than on site to which the public have no general right of access and the vehicle is not required to be registered under the motor Vehicle Act,19991. |
| **63 Accident to unnamed hirer /driver and unnamed pillion Passengers.**  In consideration of the payment of an additional premium of TK . ............. it is hereby understood and agreed that the Insurer undertake to pay compensation to any unnamed hirer / driver " any unnamed Pillion Passenger on the scale provided below for bodily injury caused by violent accidental external and visible means whilst mounting into / onto and dismounting from or travelling in / on the Motor Cycle / Auto Cycle / Scooter which independently of any other cause shall within three calendar months of the occurrence of such injury results in:  Scale of Compensation.  a) Death only  b) Total and irrecoverable loss of  (i) sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or of one entire hand and one entire foot or of such loss of sight of one eye and such loss of one hand or of one entire foot ………100%  ( ii ) Use of two hands or two feet or of one hand or one foot or of such loss of sight of one eye and such loss of use of one hand or one foot ................. 100%  c) Total and irrecoverable loss of  a ) the sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot ………………50%  b ) use of hand or a foot without physical separation ......50%  Notes : For the purpose of clause ( b ) & Clause ( c ) Above , physical separation of hand or foot means separation at or above wrist and / or at or above ankle respectively .  d) Permanent Total disablement from injuries ( other than named above ) which shall as direct consequence thereof permanently , totally , absolutely disable the Insured from engaging in any employment or occupation of any description whatsoever ...................  Provided always that :   1. Compensation shall be payable under only of item ( a ) to ( d ) above in respect of any such person arising out of any one occurrence and the total liability of the Insured shall not in aggregate exceed the Sum of Tk ..... during any one period of insurance in respect of any such person. 2. Such person is not less than 16 years nor more than 65 years of age at the time such injury.   3) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to ( I ) intentional self-injury suicide or attempted suicide , physical defect or infirmity or ( ii ) an accident happening whilst such person is under the influence of intoxicating liquor or drugs  4) Such compensation shall be payable only with the approval of the insured and directly to the Injured person or to his/her legal representative whose receipt shall be a full discharge in respect of the injury to such person.  Subject otherwise to the terms exceptions conditions and limitations of this policy.  \*Delete if P.A cover for Unnamed Pillion Passenger is not taken,  if P.A cover for Unnamed Pillion Passenger is taken double the amount of compensation agreed and delete the words in respect of any one such person as provided in (a) above.  Note: -  Where the policy bears the Endorsement No. 21,22,23 the same shall also apply to the insurance granted under this Endorsement without extra premium |
| **65 Own goods carriers (Private Vehicles only)**  It is hereby understood and agreed that if at the time of accident the vehicle insured under the policy is carrying goods not belonging to the Insured the Insurer will not be liable for any claims under section I of this policy.  Subject otherwise to the terms exceptions conditions and limitations of the policy. |
| **66 Tachometer (Commercial Vehicles only)**  The insured having declared that the vehicle mentioned in the schedule is fitted with a tachometer and in consideration of an appropriate discount being allowed in premium it is hereby declared and agreed that if it is established that at the time of an accident giving rise to a claim under Section I of this policy the vehicles was not fitted with a Tachometer or the Tachometer has ceased working prior to the accident the final claim payable under section I will be subject to a deduction of Tk . 5000 or 5 % of the final claim amount whichever is less.  Subject otherwise to the terms exceptions conditions and limitations of the policy. |
| **67 Named driver**  It is hereby declared and agreed that in consideration of an appropriate discount in the premium the Insured has agreed to give a list of drivers who alone will drive the vehicle . If it is found that at the time of an event giving rise to a claim under Section I of the policy the vehicle was being driven by a driver other than a driver from the list ( or such agreed amendments thereof ) the claim under Section I will be subject to an excess ( in addition to any other excess under the policy ) of Tk . 5000 or 5 % of the claim ( whichever is less ) . Subject otherwise to the terms exceptions conditions and limitations of this policy. |
| **68 Agreed Value Clause**  In consideration of additional premium of Tk ......... it is hereby declared and agreed that in case of total loss of the vehicle due to a peril insured against the amount payable will be the sum insured in the policy and no depreciation will be deducted . However in case of partial loss to the vehicle depreciation on part replaced will be as stated in Section I of the policy. Subject otherwise to the terms exceptions conditions and limitations of this policy. |
| **69 Increase in the Third Party Limits of Liabilities**  In consideration of the payment of an additional premium of Tk . for increase of the Third Party Limits of Liabilities , notwithstanding anything to the contrary , it is hereby declared and agreed that the Insurer shall identify the Insured in respect of death of or bodily injury to any Road user / Passenger and damage to any Property caused by Violent Accidental external and visible means whilst the vehicle is being used in a Public place , on the basis of increased , limit of liabilities as set forth below : Normal Increases Total Liability Tk . Tk . For Road User / Passenger : Limit of Liability a ) Death Tk.20,000 b ) Total and permanent disablement by Serious hurt for separation of any limb Tk . 10,000 Temporary total disablement by 100 % 50 % 124 1-6-1975 1-10-1997 25 % any other hurt Tk . 5,000 ......... Property damage : Limit of liability Tk . 50,000 The compensation shall be made of on the basis of actual damage . It is hereby specially declared that this increased liability for personal injury is applicable to any Road User / Passenger of public service vehicle only other than to the employees of the insured , such as Driver , Conductor and Salaried Cleaner or Labourer employed for loading and / or unloading or for maintenance purposes . It is further specially declared that this increased liability to Property is applicable to any property . damaged by violent Accidental external and visible means other than the property of the insured or any Property held in trust and / or custody and / or control of the insured or the property carried in the Insured's Vehicle hereby insured . Subject otherwise to the terms , conditions , exceptions and limitation of the Policy . N.B " The Endorsement may be suitably amended in accordance with the increased limit granted to cover . |
| **70 Employer's Liability to the Public on Employee's Private Vehicles**  Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that in consideration of the payment of an additional premium the indemnity granted under Section II of the within policy is extended to indemnify……… ( hereinafter referred to as the " Employer ) in respect of liability arising whilst any Private Vehicle described in the Schedule hereto is being used by the Insured upon the business of the Employer but not otherwise provided that such indemnity shall not include liability for death of or bodily injury sustained by any person in the service of the Employer whilst engaged upon the business of the Employer.  Provided also that the Employer shall as though he were the Insured observe fulfil and be subject to the terms provisions conditions and endorsements of this policy in so far as they can apply .  Subject otherwise to the terms exceptions conditions and limitations of this policy .  70 ( a ) Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that in consideration of the payment of an additional premium of Tk . section II ( old policy ) clauses 3 and 4 ) of this policy is extended to indemnify .. ( hereinafter referred to as the " Employer " ) as from ... whilst any private vehicle described in the schedule hereto is being used upon the business of the in respect of liability arising Employer but not otherwise provided that such indemnity shall not include liability for death of or bodily injury sustained by any person in the service of the Employer whilst engaged upon the business of the Employer . 1-6-1975 1-10-1997 Provided also that the Employer shall a though he were the insured observe fulfil and be subject to the terms exceptions conditions limitations and endorsements of this policy in so far as they can apply . Subject otherwise to the terms exceptions conditions and limitations of this policy .  70 ( b ) Notwithstanding anything to the contrary contained herein and in consideration of the payment of an additional premium of Tk ................ it is hereby understood and agreed that in terms of and subject to the limitations of and for the purpose of section II of this policy the Insurer as from .. indemnify ........................ ( hereinafter referred to as the " Employer ) in respect of liability arising whilst any motor car described in the schedule hereto is being used upon the business of the Employer . PVOVIDED THAT  ( a ) such employer is not entitled to indemnity under any other policy .  ( b ) such employer shall as though he were the insured observe fulfil and be subject to terms exceptions conditions and limitations of this policy in so far as they can apply . It is also agreed that for the purposes of this endorsement the exception of death of or bodily injury to any person arising out of and in the course of the employment of such person shall not apply to any person in the service of the employer who does not come within the scope of any Workmen's Compensation Act .  Subject otherwise to the terms exceptions conditions and limitations of this policy . |
| **71 Loss of Rugs Coats or Luggage** |

In consideration of the payment of an additional premium it is hereby understood and agreed that the Insurer will Indemnify the Insured or any member of the Insured's household against loss of or damage to Rugs , Coats or Luggage excluding money , Jewellery and articles of gold , silver and the like - whilst such property is in or on any private vehicle described in the Schedule hereto where such loss or damage is occasioned by Fire or Theft or attempt thereat . 125 Provided always that liability of the Insurer hereunder shall be limited to Tk 1,500 in respect of any one occurrence .

Subject otherwise to the terms exceptions conditions and limitations of this policy .

**72 Accidents to Insured and Insured's Wife**

In consideration of the payment of an additional premium it is hereby understood and agreed that the defined sustained by the Insured and/or the Insured's wife in direct connection with any Motor vehicle Insurer undertakes to pay compensation on the scale provided below for bodily injury as here inafter described in the Schedule hereto or whilst mounting into dismounting from or travelling in any Private other cause shall within three calendar months of the occurrence of such injury result in: Motor vehicle and caused by violent accidental external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in:

SCALE OF

COMPENSATION

(1) Death

(2) Total and irrecoverable loss of all sight in both eyes. Tk. 20,000/=

(3) Total loss by physical severance at or above the wrist or ankle of Tk. 10,000/=

both hands or both feet or of one hand together with one foot

(4) Total loss by physical severance at or above the wrist or ankle of Tk. 10,000/=

one hand or one foot together with the total and irrecoverable loss

of all sight in one eye.

(5) Total and irrecorerable loss of all sight in one eye. Tk. 10,000/=

(6) Total loss by physical severance at or above the wrist Tk. 10,000/=

or ankle of one hand or one foot

(7) Total disablement from engaging in or giving any Tk. 5,000/=

attention to such person's profession or occupation

Provided always that-

(a)Compensation shall be payable under one only of items (1) to (7) above in respect of any such person arising out of any one occurrence and the total liability of the Insurer shall not in the aggregate exceed the sum of Tk........ during any one period of insurance in respect of any such person.

(b) No weekly compensation shall become payable until the total amount shall have been and agreed.

(b) Such person is not less than 16 nor more than 65 years of age at the time of such injury.

(c) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self-injury suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

(e) In the event of both the Insured and his wife being in the same car at the time of an accident the benefits above detailed will apply to the Insured and/or his wife to the extent of 50 per cent only.

Subject otherwise to the terms exceptions conditions and limitations of this Policy.

**73 Soldier/Sailor/Airman Drivers-Indemnity for Benefits under Payment Warrant or Pension Regulations**

In consideration of the payment of an additional premium it is hereby understood and agreed that in the event of a Soldier/Sailor/Airman employed by the Insured to drive any Motor vehicle described in the Schedule hereto being injured or killed whilst so employed this policy will extend to relieve the Insured of his liability to indemnify the Ministry of Defense under the respective Regulations.

Subject otherwise to the terms exceptions conditions and limitations of this policy.

**74 Legal Liability of Passengers for Acts of Negligence**

It is hereby declared and agreed that in consideration of an additional premium the Insurer will at the request of the Insured indemnify in terms of Section II of this Policy any person mounting into, dismounting from or travailing in any motor vehicle described in the Schedule such person being herein after called "the passenger."

Provided that the passenger

(i) is not driving such motor vehicle or in charge or such motor car for the purpose of driving

(ii) is not entitled to indemnity under any other Policy.

(iii) shall as though to were the Insured observer fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

EXCEPTIONS

The Insurer shall not be liable in respect of

1. death of or bodily injury to
2. the Insured
3. any person driving such motor car or in charge of such motor car for the purpose of driving
4. any person in the employment of the passenger where such death or bodily injury arises out of and in the curse of such employment.
5. damage to property belonging to or held in trust by or in the custody or control of the Insured or of the passenger or being conveyed such motor car.

**75 SPECIAL EXCLUSIONS**

Notwithstanding anything to the contrary contained therein it is hereby understood and agreed that:

1. The Insurer shall not be liable under section I of the policy for loss of or damage to lamps tyres mudguards bumpers and/or paint work.
2. In addition to any amount for which the insured may be responsible under paragraph (1) above the insured shall be responsible under section I of the policy in respect of each and every event for any expenditure for which provision is made under this policy or by Endorsement……..attached hereto and of any expenditure by the Insurer in the exercise of its discretion under condition No. 4 of this policy. If the expenditure incurred by the Insurer shall include the amount for which the insured is responsible here under such amount shall be repaid by the insured to the Insurer forthwith. For the purpose of this Endorsement the expression "event" shall mean an occurrence or series of occurrences arising out of one cause in connection with any one vehicle in respect of which indemnity is provided by this policy.
3. The Insurer shall not be liable under section I of the policy for loss of or damage to the insured vehicle and/or accessories whilst thereon by Fire External Explosion Self-ignition or Lighting whilst in any garage or otherwise than on the road during regular running hours.

Subject otherwise to the terms exceptions, conditions and limitations of this policy.

**76 VEHICLES USED FOR HIRE OR REWARD**

It is hereby understood and agreed that notwithstanding anything to the contrary contained herein this policy shall be inoperative whilst any vehicle described in the schedule hereto is being driven by or is for the purpose of being driven in the charge of any person other than the within-named insured or a driver in his employ.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.