**COMMERCIAL VEHICLE COMPREHESIVE POLICY WORDING**

Whereas the Insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Insurance contained and has paid or agreed to pay the premium as consideration for such insurance in respect of accident loss or damage occurring during the Period of Insurance.

**Now This Policy Witnesseth:**

That subject to the Terms, Exceptions and Conditions contained herein or endorsed or otherwise expressed herein.

**SECTION I- OWN DAMAGE**

1. The insurer will indemnify the Insured against loss or damage to the Motor Vehicle and/or its accessories whilst thereon:

a) by Fire explosion self ignition, or lightning;

b) by Burglary housebreaking or theft;

c) by Riot and strike including malicious and terrorists activities

d)by Earthquake (Fire and Shock Damage):

e) by Flood Typhoon Hurricane storm tempest Inundation Cyclone Hailstorm Forst

f)by Accidental external means;

g) whilst in transit by road rail inland waterway lift elevator or air.

Subject to a deduction for depreciation at the scale mentioned below in respect of parts replaced.

1. For all rubber nylon Plastic Parts tyres and Battery 50%

2. For all parts made of Glass

3. For all other parts; % Depreciation

Age of Vehicle Nil

Upto 6 months 5%

Between 6 months and 1 year 10%

Between 1 year and 2 years Between 2 years and 3 years 15%

Between 3 years and 4 years 25%

Between 4 years and 5 years 35%

Between 5 years and 10 years 40%

Over 10 years 50%

2. The Insurer shall not be liable to make any payment in respect of

a) consequential loss depreciation wear and tear mechanical or electrical breakdowns failures or breakages nor for damage caused by over loading or strain of the Motor Vehicle nor for loss of or damage to accessories by burglary housebreaking or theft unless such Motor Vehicle is stolen at the same time.

b) damage to tyres and Glass items unless such Motor Vehicle is damaged at the same time when the liability of the Insurer is limited to 50% (fifty percent) of the cost of replacement.

c) any accident loss or damage suffered whilst the Insured or any person driving with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.

3. In the event of the Motor Vehicle being disabled by reason of loss or damage covered under this policy the insurer will bear the cost of protection and removal to the nearest repairers and of redelivery to the Insured but not exceeding in all TK. 2500/= (The two thousand five hundred) in respect of any one accident.

4. The Insured may authorise the repair of the Motor Vehicle necessitated by damage for which the insurer may be liable under this policy provided that.

a) the estimated cost of such repair does not exceed TK. 7500/= (seven thousand five hundred).

b) the insurer is furnished forthwith a detailed estimate of the cost and

c) the insured shall give the insurer every assistance to see that such repair is necessary and the charge reasonable.

**COMPULSORY EXCESS ( APPLICABLE TO SECTION- I)**

a) Each and every claim under section -1 of this policy shall be subject to a compulsory excess of 1% (one percent) of sum insured with minimun of TK 5,000/- (five thousand) only.

b) The Insurer shall not be liable for the first amount as indicated below ( or less expenditure which may be incurred) being the first part of any expenditure for which provision is made under Section 1 of this policy in respect of each and every event occurring whilst the motor vehicle is being driven or is for the purpose of being driven him in the charge of any person who.

i) is under 25 years of age TK 1000/=

c) is over 25 years of age and

i) has held a valid driving licence other than learner's driving licence for a period more than 2 years but less than 3 years Tk. 500/=

ii) has held a valid driving licence other than learner's driving licence for a period more than 1 year but less than 2 years. TK. 700/=

iii) has held a valid driving licence other than learner's driving licence for a period less than 1 Year TK. 800/=

If the expenditure incurred by the Insurer shall include the amount for which the insured is responsible hereby such amount shall be repaid by the Insurer forthwith.

For the perpose of this clause the expression "event" shall mean an event or series of events arising out of one cause in connection with the Motor Vehicle.

This Clause shall not apply to loss or damage caused by fire selfignition lightning or explosion.

**SECTION II- LIABILITY THIRD PARTIES**

1, Subject to the Limits of Liability as laid down in the Schedule hereto the insurer will indemnify the Insured against all sums including claimant's cost and expenses which the insured shall become legally liable to pay as per provision of the Act. under the following circumstances:

i) Against any liability which may be incurred by him in respect of the death or bodily injury to any person or damage to property of a third party caused by or arising out of the use of the vehicle in a public place,

ii) Against the death or bodily injury to any passenger of a public service vehicle caused by or arising out of the use of the vehicle in a public place.

**PROVIDED ALWAYS THAT**

a) The Insurer shall not be liable in respect of death, injury, 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.

b) Except so far as is necessary to meet the requirements of the Motor Vehicles Amendment Act. the insurer shall not be liable in respect of death of or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.

c) Except so far as is necessary to meet the requirements of the Motor Vehicles Amendment Act in relation to the liability under the Workmen's Compensation Act, 1923 the Insurer shall not be liable in respect of death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle the time of the occurrence of the event out of which any claim arises.

d) The insurer shall not be liable in respect of damage to property belonging to or held in trust by or in the custody or control of the Insured or a member of the Insured's household or being conveyed by the Motor Vehicle.

e) The insurer shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the Motor Vehicle and/or load carried by the Motor Vehicle.

2. The insurer will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity which is granted by this Section to the Insured the insurer will indemnify any driver who is driving the Motor Vehicle on the insured's order or with his permission provided that such driver shall as though he were the Insuerd observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they can apply.

4. The insurer may at its own option(A) arrange for representation at any Inquest or Fatal Inquiry in respect of Indemnity under this section.

1. In the event of the death of any person indemnify his personal representatives in the terms of and subject to the limitations of this policy provided that such personal representatives shall as though they were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they can apply.

**SECTION III-TOWING DISABLED VEHICLES**

The policy shall be operative whilst the Motor Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the Indemnity provided by section II of this policy shall be subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle:

**Provided always that.**

(a) Such towed vehicle is not towed for reward.

(b) The insurer shall not be liable by reason of this section of the policy in respect of damage to such towed vehicle or property being conveyed thereby.

**AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

Nothing in this policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any recover an amount under or by virtue of the provisions of the Motor Vhicles Amendment Act. 1991.

But the insured shall repay to the insurer all sums paid by the insurer which the insurer would not have been liable to pay but for the said provisions.

**GENERAL EXCEPTIONS**

The Insurer shall not be liable under this policy in respect of

(1) any accident loss damage caused sustained or incurred outside the Geographical Area.

(2) any claim arising out of any contractual liability

(3) any accident loss damage and/or liability caused sustained or incurred whilst the Motor Vehicle is

(a) being used otherwise than in accordance with the limitations as to use.

(b) being driven by any person other than driver as stated in the Driver's Clause.

4. (a) any accident loss or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss.

(b) any liability of whatsoever nature directly or indirectly caused 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 excepiton combustion shall include sustaining process of nuclear fissin.

5. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

6. any accident loss damage and/or liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, Invasion the Act of foreign enemies hostilities or Warlike operation (Whether before or after declaration of War) Civil War, Mutiny Rebellion, Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage and/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 be liable to make any payment in respect of such a claim.

**CONDITIONS**

This policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this or of the schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Insurer immediately upon the occurrence of any accident or loss or damage and in the event of any claim and thereafter the Insured shall give all such information and assistance as the Insurer shall require. Every letter claim writ summons and/or process shall also be given in writing to the Insurer immediately the Insured shall have knowledge of any impending prosecution inquest fatal inquiry in respect of any occurrence which may give rise to a claim under this policy. In case of theft or other criminal act which may be subject of claim under this policy the insured shall give immediate notice to the policy and co-operate with the insurer in securing the conviction of the offender.
2. No admission offer promise or indemnity shall be made or given by or on behalf of the insured without the written consent of the insurer which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the insured shall give all such information and assistance as the insurer may require.
3. At any time after the happening of any event giving rise to a claim under section II of this policy the insurer may pay to the insured the full amount of the insurer's liability under that section and relinquish the conduct of any defence settlement or proceedings and the insurer shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or commission of the insurer in connection with such defence settlement or proceedings or of the insurer relinquishing such conduct, nor shall the insurer be liable for

any costs or expenses whatsoever incurred by the insured or any claimant or other person after the insurer shall have relinquished such conduct.

4. The insurer may at its own option repair reinstate or replace the Motor Vehicle or part thereof and/or its accessories or may pay in cash the amount of loss damage and the liability of the insurer shall not exceed the value of the parts damage or loss less depreciation plus the reasonable cost of fitting and shall in no case exceed the insured's estimate of the value of the Motor Vehicle (including accessories thereon) as specified in the schedule or value of the Motor Vehicle (including accessories thereon) at the time of the loss damage whichever is less.

5. The insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or

damage and to maintain it in effecient condition and the insurer shall have at all times free and full access to exmine 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 damage or loss and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or further damage to the Motor Vehicle shall be entirely at the insured's expenses.

6. The insurer may cancel this policy by sending seven day's 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 period 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 then current period of insurance) the insured shall be entitled to a return of premium less premium at the insurer's short period rates for the period the policy has been in force. However where the ownership of the Vehicle is transferred the policy cannot be cancelled unless evidence that the vehicle is insured eleswhere is produced.

7. If any difference shall arises as to the quantum to be paid under this policy (liabilty being otherwise admitted ) such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in defference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrator of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party in accordance with the provisions of the Arbitrition Act 1940 amended from time to time and for the time being in force .In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between the arbitrators the difference shallbe referred to the decision of an umpire who shall be appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at the meeting.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the insurer has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrators or umpire of the amount of the less or damage shall be first obtained.

It is also hereby further expressly agreed and decleared that if the insurer shall disclaim liability to the insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. The due observance and fulfilment of the terms conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the insurer to make any payment under this policy.