**MOTOR CYCLE/SCOOTER 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 insurer for the Insurance hereinafter 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.

The term Motor Cycle refered to in this Tariff will include Motor Scooter and/ or Auto Cycle of any vehicles mentioned in the schedule.

**Now This Policy Witnesseth :**

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

**SECTION 1: OWN DAMAGE**

1. The Insurer will indemnify the insured against loss of or damage to the Motor Cycle 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 activities

(d) by Earthquake (fire and Shock Damage)

(e) by Flood, Typhoon, Hurricane, Storm, Inundation, Cyclone, Hailstorm & Frost

(f) by accidental external means

(g) Whilst in transit by road, rail, inland waterway, lift, elevator or air.

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

(i) For all rubber, nylon, plastic parts tyres and battery 50%

(ii) For all parts made of Glass Nill

(iii) For all other parts.

AGE OF MOTOR CYCLE % DEPRECIATION

Upto 6 months Nill

Between 6 months and 1 year 5%

Between 1 year and 2 years 10%

Between 2 and 3 years 15%

Between 3 years 4 years 25%

Between 4 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 and Electrical breakdown failures or breakages.

(d) Damage to Tyres and glass items unless the Motor Cycle is damaged at the same time when the liability of the insurer is limited to 50% of the cost of replacement and

(c)Loss of or damage to accessories by burglary housebreaking or theft unless the Motor Cycle is stolen at the same time.

(d) Any accidental 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 Cycle being disabled by reason of loss or damage covered under this policy the insurer will bear the reasonable cost of Protection and removal to the nearest repairers and of redelivery to the Insured but not exceeding in all Tk. 200.00 (two hundred) in respect of any one occident.

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

(a) the estimatd cost of such repair does not exceed Tk. 700.00 (Seven Hundred)

(b) the insurer be 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)**

The insurer shall not be liable for the first amount of Tk. 500.00 (five hundred) and as indicated below or any less expenditure which may be incurred being the first part of any expenditure for which provision as made under section-1 of this policy in respect of each and every event occurring whilst the motor cycle is being driven or is for the purpose of being driven by him in the charge of any person who:

(a) is 25 years of age or under Tk. 300.00

(b) is over 25 years of age and:

1. has held a Valid driving licence other than learner's driving licence for a period more than 2 years but less than 3 years 1000 Tk.
2. has held a valid driving licence other than learner's driving licence for a period more than 1 year but less than 2 years 2000 Tk.
3. has held a valid driving licence other than learner's driving licence for a period less than 1 year. 3000 Tk.

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 insured to the insurer forthwith.

For the purposes of this Clause the expression "event" shall mean an event or series of events arising out of one cause in connection with Motor Cycle. The Clause shall not apply to loss or damage caused by fire, self ignition, Lightning or explosion.

**SECTION II: LIABILITY TO THIRD PARTIES**

1. Subject to the limits of liability as laid down in the schedule hereto the insurer will indemnify the insured in the event of an accident caused by or arising out of the Motor Cycle against all sums which the insured shall become legally liable to pay in respect of:

1. Death of or bodily injury to any person but except so far as is necessary to meet the requirement of Section 110 of the Motor Vehicle Amendment Act. 1991, the insurer shall not be liable where such death or injury arises out of and in course of the employment of such person by the insured and including liability to any person being conveyed by reason of or in pursuance of a contract of employment.
2. Damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or any member of the Insured's house hold or being conveyed by the Motor Cycle.

PROVIDED ALWAYS that the insurer shall not be liable in respect of death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load of the Motor Cycle for loading thereon or the taking away of the load from the Motor Cycle after unloading therefrom.

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

3. In terms 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 Cycle on the insure's order or with his permision provided that such driver shall as though he were the Insured observe fulfil and be subject to the terms conditions exceptions and limitations 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 any death which may be the subject of indemnity under this Section and (B) may undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

5. In the event or any person entitled to indemnity under this Policy the insurer will in respect of the liability incurred by such person indemnify his personal representative 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.

**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 other person to recover an amount under or by virtue of the Provisions of the Motor Vehicle's Amendment Act.

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 provision.

**GENERAL EXCEPTIONS (Applicable to all sections of the Policy)**

The insurer shall not be liable in respect of:

1.Any accident loss damage and/or liability 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 Cycle is :

(a) being used otherwise than in accordance with the Limitations as to Use or

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

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

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

5. Any accident loss or damage or liability directly or indirectly or proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (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 policy or the schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Insurer immediately upon the occurence 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 be forwarded to the insurer immediately on receipt by the insured. Notice shall also be given in writing to the Insurer immediately the Insured shall have knowledge of any impending Prosecution Inquest or 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 the subject of a claim under this policy the Insured shall give immediate notice to the Police and co-operate with the insurer in securing the conviction of the Offender.

2. No admission Offer promise payment 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 proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Insurer may require.

3. The Insurer may at its own option repair reinstate or replace the Motor Cycle or any part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the insurer shall not exceed the actual value of the parts damaged or lost less depreciation plus the reasonable cost of fitting and shall in on case cxceed the Insured estimate of the value of the Motor Cycle (including accessories thereon) as specified in the schedule or the value of the Motor cycle (including accessories hereon) at the time of the loss or damage whichever is the less.

4. The Insured, shall take all reasonable steps to safeguard the Motor Cycle from loss or damage and to maintain it in efficient condition and the Insurer shall have at any times free and full access to examine the Motor Cycle or any part thereof or any driver or employee of the insured in the event of any accident or breakdown the Motor Cycle shall not be left unattended without proper precaution being taken to prevent further damage or loss and if Motor Cycle be driven before the ncecessary repairs are effected any extension of the damage or any further damage to the Motor Cycle shall be entirely at the Insured's own risk.

5. 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 prorata 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 current period of insurance) the Insured shall be entitled to a return of premium at the insurer short period rates for the period the policy has been in force.

However where the ownership of the Motor Cycle is transferred the policy cannot be cancelled unless evidence that the same is insured elsewhere is produced.

6. If at any time any claim arises under this policy there is any other existing insurance covering the same loss damage or liability the Insurer shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation cost or expense.

7. If any difference shall arise as to the quantum to be paid under this policy (liability 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 difference or if they can not agree upon a single arbitrator to be the decision of two disinterested persons as arbitrators of whom one shall be appionted 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 Arbitration Act, as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint sole 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 shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on 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 loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the insurer shall disclaim liability to the insured for any claim hereunder and such claim shall not whitin twelve calendar months from the date of each 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 fulfillment of the terms conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by Insured and the truth of statements and answers in the said proposal shall be condition precedent to any liability of the insurer to make any payment under this policy.

**PUBLIC PLACE:** A public place in Bangladesh within the meaning of Motor Vehicles Amendment Act, 1991

**LIMITATIONS AS TO USE:**

Use only for social, domestic and pleasure purposes and for the Insured's business or Profession

This policy does not cover the use for hire or reward or for organised racing, pacemaking reliability trail and speed testing, the carriage of goods (other than samples) in connection with any trade or business or use for any purpose in connection with the Motor Trade.

**DRIVER: Any of the following**

a) The Insured

b) Any other person who is driving on the Insured's order or with his permission.

provided that the person driving holds or had held and has not been disqualified for holding an effective driving licence with all the required Endorsements thereon as per the Motor Vehicles Amendment Act, 1991 and the Rules made thereunder for the time being in force to drive the category of Motor cycle insured hereunder:-

Incase of firm/companies/organisations etc. delete (a)

**LIMITS OF LIABILITY:**

Limits of Liability under section 1-1 (i)

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | Basic | Upto |
| (1) | Death | 20,000.00 | 200,000.00 |
| (2) | Severe hurt | 10,000.00 | 100,000.00 |
| (3) | Any other hurt | 5,000.00 | 50,000.00 |
|  | \* Property damage | 50,000.00 | 500,000.00 |

Limits of Liability under section II-1 (ii)

**NO CLAIM BONUS**

In the event of No Claim being made or arising under this policy during a period of insurance specified belows immediately Preceding the renewal of the policy, the renewal premium for such part of the insurance is renewal shall be reduced as follows: -

**PERIOD OF INSURANCE**

**Own Damage Act Liability**

No claim made or pending during the preceding

year of Insurance………. .....................................15% 5%

No claim made or pending during the preceding two consecutive years of Insurance….............................................................20%. 10%

No claim made or pending during the preceding three consecutive years of Insurance.. 25%. 15%

If the Insurance shall consent to transfer of interest in this policy the period during which the interest was in the transferor shall not acrue the benefit of the transferee.

If more than one motor cycle is described in the schedule the no claim bonus shall be applied as if a separate policy had been issued in respect of each such Motor Cycle.

No Claim Bonus will only be allowed when this insurance continuous. If the policy lapses due to non-payment of renewal premium on or before the renewal date and a fresh policy is obtained with 30 days of the expiry date of the policy, the No Claim Bonus that earned in the previous policy shall be allowed,

Subject to. M.T Endt. Nos & Memorandum…………………………………. printed herein/attached hereto

Under Hire Purchase Agreement with……………………………………………………………………Hypothecated with…………………………………………………………….....…Lease agreement with...…………………………………………………………………………………

Date of signature of proposal………………………………………………………………Policy has been signed at…………….this………………….day of………………………….in lieu of cover note .....................No…………………………………………………………. date…………………………...

Receipt No.................................................................................................... Date…………………………..