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MOTORCYCLE POLICY

WHEREAS the Insured by a proposal and declaration which

shall be (the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as considered for such insurance.

NOW THIS POLICY WITNESSETH that in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed herein (hereinafter collectively referred to as the Terms of this Policy).

Signed
For the Company

Date

- (ii) Damage to tyres unless the Motor Cycle is damaged at the same time
- (iii) Loss of a damage to accessories or spare parts by burglary housebreaking or theft unless the Motor Cycle is stolen at the same time.

SECTION 1 LOSS OR DAMAGE

1. The Company will indemnify- the Insured against loss or damage to the Motor Cycle and its accessories and spare parts whilst thereon
 - (a) By accidental collision or overturning or collision or over turning consequent upon mechanical break• down or consequent upon wear and tear
 - (b) By fire external explosion self-ignition or lightning or burglary house breaking or theft
 - (c) By malicious act
 - (d) Whilst in transit (including the processes of loading and unloading incidental to such transit) by road rail inland waterway lift or elevator.
2. AT its own option the Company may pay in cash the amount of loss or damage or may repair reinstate or replace the Motor Cycle or any part thereof or its accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Insured's estimate of value stated in the Schedule shall be the maximum amount payable by the Company in respect of any claim for loss or damage.
3. If the Motor Cycle is disabled by reason of loss or damage insured under this policy the Company will subject to the Limits of Liability bear the reasonable cost or protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained.
4. The Insured may authorize the repair of the Motor Cycle necessitated by damage for which the Company may be liable under this Policy provided that
 - (a) The estimated cost of such repair does not exceed the Authorized Repair Limit
 - (b) A detailed estimate of the cost is forwarded to the Company without delay.

EXCEPTIONS TO SECTION 1

The Company shall not liable to pay for

- (1) Consequential loss depreciation wear and tear
Mechanical or electrical breakdowns failures or breakages

SECTION II - LIABILITY TO TIDRD PARTIES

1. The Company will subject to the Limits of Liability indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Cycle or in connection with the loading or unloading of the Motor Vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of
 - (a) death of or bodily injury to any person
 - (b) damage to property
2. In terms of and subject to the limitations of and for the purposes of this Section the company will indemnify any Authorized Driver who is driving the Motor Cycle provided that such Authorized Driver
 - (i) Shall as though he were the Insured observe fulfil and subject to the Terms of this Policy insofar as they can apply
 - (ii) Is not entitled to indemnity under any other policy
3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy in so far as they can apply.
4. The Company will pay all costs and expenses incurred with its written consent.
5. In the event of accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.
6. The Company may at its own option
 - (a) Arrange for representation at any inquest or fatal inquiry in respect of any death which may be subject of indemnity under this Section
 - (b) Undertake the defense 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.

EXCEPTIONS TO SECTION II

The Company shall not be liable in respect of

- (i) Death bodily injury or damage caused or arising
fare in connection with the bringing of the load to the motor cycle for loading thereon or the taking of the load from the Motor Cycle after unloading therefrom.
- (ii) Death of a bodily in the employment of the Insured arising out of and in the course of such employment
- (iii) 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 getting on to or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
- (iv) or any member of the Insured's household or conveyed by the Motor Vehicle.
- (v) Compensation for damages in respect of than by a Court of competent jurisdiction within Geographical Area.
- (vi) Cost and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the Geographical Area.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person entitled to indemnity under this Policy or of any other person to recover an amount under or by virtue of the legislation.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation.

GENERAL EXCEPTIONS

The Company may not be liable in respect of

- 1. Any accident loss damage or liability caused sustained or incurred
 - (a) outside the Geographical Area
 - (b) whilst the motor Cycle is
 - (i) being used otherwise than in accordance with the Limitations as to Use
 - (ii) being driven by or is for the purpose of being driven by him in the charge of any person other than an Authorized Driver.
- 2. any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or war like operations (whether war be declared or not) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim

- 3. Any liability which attaches by virtue of an agreement but would not have attached in the absence of such agreement.
- 4. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- 5. (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- 6. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

hereunder 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 Company shall not be liable to make any payment in respect of such a claim case of subsequent loss or damage during the same.

NO-CLAIM

DISCOUNT

In the event of no claim being made or arising under this Policy the preceding year of insurance the renewal for such part of the insurance as is renewed shall be reduced by 10%.

If the Company shall consent to a transfer of interest in this Policy the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee.

If more than one Motor Cycle is described in the Schedule the No-claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Cycle.

NOTICE TO THE INSURED

No alteration in the Terms and Conditions of this Insurance nor any endorsement hereon will be held valid unless the same is recognized and initialed by the duly authorized Representative of the Company. No renewal receipts are valid unless they are on the company's printed form and under the signature of a duly authorized Agent.

The Agents of the Company shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the Company nor can their personal property be attached on account of any Claim by the Insured. If the Insured should commence such proceedings against the Agents it is hereby declared and stipulated that the said Insured shall forfeit thereby all Claim under this Policy upon the Company for the loss or damage sustained and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings

All payments made to or by the Company shall be payable in the lawful currency of Uganda.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

3. The Insured shall take all reasonable steps to safeguard the Motor Cycle from loss or damage and to maintain the Motor Cycle in efficient condition and the Company shall have at all 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 precautions being taken to prevent further loss or damage and if the Motor Cycle be driven before the necessary repairs are effected and extension of the damage or any further damage to the Motor Cycle shall be excluded from the scope of the indemnity granted by this Policy.
4. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars, every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company securing the conviction of the offender.
5. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
6. At any time after the happening of any event giving rise to a claim or series of claims under Section 11-1 (b) of this Policy the Company may pay to the Insured the full amount of the Company's liability under Section 11-1 (b) and relinquish the conduct of any defense settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defense settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
7. The Company may cancel this Policy by sending seven days' notice 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 that 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 Company's Short Period rates for the period the Policy has been in force.
8. If at the time any claim arises under this Policy there is any other Insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, damage, compensation costs or expenses provided always that nothing in case of subsequent loss or damage during the same. This Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under provision (ii) of Section II of this Policy.
9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in differences or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of any Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any Claim hereunder and such claim shall not within twelve Calendar months from the date of such disclaimer have been referred and shall not thereafter be recoverable hereunder.
10. The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

IMPORTANT NOTICE

You are asked to note that

- (a) In the event of accident, in no circumstances is liability to be admitted in any way whatever to any Third Party Claimant or Witness or to anyone acting on behalf of a possible claimant. Instead full particulars including names and addresses of all witnesses should be obtained and sent at once to the Company.
- (b) The Company should be informed immediately of any change of address. If a vehicle is sold or the policy is to be cancelled the insurance certificate(s) must be returned to the Company.
- (c) In the event of the insured Cycle (s) being sold the policy can only be transferred to the new owner provided a proposal form is satisfactorily completed by him and is accepted by the Company. The vehicle must not be used by the new owner until he receives a Certificate of Insurance in his own name

