

**JUBILEE KYRGYZSTAN INSURANCE COMPANY**

**MOTOR PHYSICAL LOSS OR  
DAMAGE INSURANCE POLICY**

Jubilee Kyrgyzstan Insurance Company hereinafter referred to as “The Company” agree in consideration of the payment of the premium specified in the Schedule to insure against property loss and damage in the manner and to the extent hereinafter provided.

The proposal form filled up and signed by the Insured is a part of the policy and a basis of the insurance agreement.

Insurer: \_\_\_\_\_

Insured: \_\_\_\_\_

## **MOTOR POLICY**

In consideration of the payment of the premium due hereunder and any subsequent additional premiums as may become due, "the Company" agrees to indemnify the Insured, named in the Policy Schedule, for any injury, loss or damage as defined in the Policy during the Policy period. Subject to the terms, clauses, conditions and exceptions contained in the Policy or as may be agreed and endorsed hereon.

### **DEFINITIONS**

The following words shall have the same meaning wherever they appear in this Policy:-

1. The Policyholder and any named driver stated in the Policy Schedule legally authorised to drive the vehicle.
2. Any vehicle manufactured and licensed for public road use with registration number(s) as stated in the Policy Schedule.

### **GEOGRAPHICAL LOCATION**

Anywhere within the geographical boundary of the country where this Policy was issued.

Travel within CIS and/or outside CIS (up to 60 (sixty) days per policy period) is included if declared to "the Company" at least seven (7) days prior to the commencement of the journey and an additional premium paid (if required).

### **What is covered under this Policy?**

The Policy Schedule shows the Insured what cover has been bought.

#### **1. COMPREHENSIVE (excluding Third Party Liability).**

The Insured has the benefit of the whole of this Policy.

Or

#### **2. FIRE AND THEFT ONLY**

The following sections do not apply:-

Section A - Loss of or damage to the Insured Vehicle. Part 1. (written below)

### **SECTION A LOSS OF OR DAMAGE TO THE INSURED VEHICLE.**

If the Policy Schedule indicates cover is Fire and Theft only, Part 1 of Section A does not apply.

#### **PART 1 - DAMAGE TO YOUR VEHICLE.**

Except for loss or damage more specifically under 'Part 2. Fire and Theft', "the Company" will pay for loss of or damage to the Insured Vehicle.

#### **POLICY EXCESS (as stated in the Schedule)**

If an Excess amount is shown in the Policy Schedule the Insured has agreed to pay that amount (which otherwise "the Company" would have paid) for each incident of loss or damage.

"The Company" will not pay an Excess even if the Insured was not at fault. Nor will "the Company" seek on the Insured's behalf to recover an Excess from another person.

#### **PART 2 - FIRE AND THEFT.**

"The Company" will pay for loss of or damage to the Insured Vehicle following Fire or Theft.

Theft is only covered in respect of theft of an entire vehicle following forcible entry.

The Insured Vehicle must be certified missing by the police authorities, before "the Company" will consider it as having been permanently lost by theft.

#### **POLICY EXCESS - (As stated in the Schedule)**

If an Excess amount is shown in the Policy Schedule the Insured has agreed to pay that amount (which otherwise "the Company" would have paid) for each incident of loss or damage.

### **SPECIAL CLAIMS CLAUSE**

It is noted and agreed that where Insured Value(s) and/or Limits hereunder are expressed in Local Currency and premium is accepted in Local Currency the United States Dollar equivalent at the Official Rate of Exchange ruling on the date of attachment will also be shown. In the event of claim and/or claims occurring during the currency of this policy settlement will be made to the Assured in Local Currency at the rate of exchange ruling on the date of settlement as agreed by "the Company", but it is specially noted and agreed that the total amount recoverable hereunder shall never exceed the total United States Dollar equivalent of the Insured Value and/or Limit as expressed in the Policy and/or Policies.

## SPECIAL NOTES TO SECTION A.

### What vehicle is covered?

The cover written above applies only to the vehicle accepted by, and named in the Policy Schedule attached to this Policy issued by "the Company". It does not apply to any other vehicle, whether the Insured owns it or is simply driving it.

### What does "the Company" pay?

The word "pay" means that "the Company" may, at its option make a payment in cash of the amount of loss or damage, or may repair or replace the vehicle.

"The Company" will not pay more for a claim than the market value of the Insured Vehicle immediately prior to the loss or damage.

"The Company" will not pay more than the Manufacturer's current list price (plus the reasonable cost of fitting) for any part or accessory.

If "the Company" settles a claim as a total loss, "the Company" reserves the right to own the salvage.

### Repairs, Collection and Delivery

Please contact "the Company's" office if the Insured Vehicle sustains damage covered by this Policy. The Insured will be provided with the name of the nearest Approved Repairer, who can undertake the work.

If the Insured Vehicle is disabled, "the Company" will pay the reasonable cost of protection and removal to the nearest Approved Repairer.

The costs will only be paid in connection with a valid claim for loss or damage.

The Insured will have to pay the Policy Excess to the Approved Repairer before they will return the Insured Vehicle.

## EXCEPTIONS TO SECTION A

### "The Company" will not pay for:-

- Losses the Insured may sustain through not being able to use the Insured Vehicle (including the cost of hiring another vehicle);
- depreciation;
- wear and tear;
- repairs or replacements which improve the Insured Vehicle beyond its condition before the loss or damage;
- mechanical or electrical breakdowns, failures or breakages

*"The Company" will not pay for the items which broke down, failed or broke but "the Company" will pay for any Consequent Loss or damage which is covered.*

- Damage to tyres caused by applying the brakes, road punctures, cuts or bursts
- loss or damage resulting from the use of the Insured Vehicle in a rally, competition or trial.
- any reduction in the market value of the Insured Vehicle following its repair.
- loss where property is obtained or attempted to be obtained by any person or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
- loss of or damage to the Insured Vehicle where possession is obtained by fraud, trick or false pretences.
- loss resulting from repossession (due to any reason whatsoever) of the Insured Vehicle or restitution to its rightful Owner.

## SECTION B

### NO CLAIMS DISCOUNT (NCD) - PRIVATE VEHICLES ONLY

If the Insured has consecutive periods of insurance with "the Company" without an incident giving rise to a claim, the premium at the following renewal will be reduced as follows:-

One period	5% (at the 1 <sup>st</sup> renewal period)
Two periods	10%

Three periods 15%  
Four periods 20%

For NCD purposes, a period of insurance is one year between the beginning of the Policy and renewal date, or renewal dates.

If during the period of insurance incidents happen giving rise to claims under the Policy, the NCD will be reduced as follows:-

“The Company” may change these scales at any renewal date.

**The following do not count as claims:**

- Payments under Damage to the Windscreen/Glass (if covered by endorsement)
- Payment where Insured can prove that, but for an agreement between Insurers, the Insured would have been able to recover all the insured losses from a Third Party.
- Payments made by “the Company” together with associated expenses, which “the Company” subsequently recovers in full.

**SECTION C  
GENERAL PROVISIONS.**

**Fraudulent Claims**

If the Insured or anyone acting for the Insured makes a claim under this Policy knowing the claim to be false or fraudulently inflated in any respect or if any loss, damage or injury is caused by the Insured’s wilful act or with the Insured’s connivance “the Company” will not pay the claim and all cover under the Policy is forfeited and no refund of premium will be made.

**SECTION D  
GENERAL CONDITIONS.**

**Looking after the Insured Vehicle.**

The Insured must take all reasonable precautions to:-

- a. prevent injury, loss or damage
- b. maintain the Insured Vehicle in efficient condition.

In addition, the Insured must ensure that he/she has a valid Driving Licence and legal authority for the type of vehicle being driven, if the Insured does not, “the Company” reserves the right not to pay a claim.

**Changing the Insured Vehicle.**

Cover only applies to the vehicle accepted by “the Company” and stated in the Policy Schedule. If the Insured acquires a new or additional vehicle the Insured must advise “the Company” and “the Company” confirm cover if the Insured requires cover for loss of or damage to it.

**Driving other Vehicles.**

No cover is available to the Insured whilst driving any other vehicle, neither is cover available for any other person driving the Insured Vehicle unless named in the Policy Schedule.

**Claims Procedure.**

In connection with the Insured, any injury, loss or damage which may give rise to a claim under this Policy:-

- The **Insured must** immediately advise the Police and obtain a written Police Report.
- The **Insured must** immediately advise “the Company” and as soon as reasonably possible give “the Company” written notice.
- The **Insured must** send to “the Company” immediately any writ or summons, and as soon as possible any letter, claim or other document.
- The **Insured must** notify “the Company” immediately of any impending prosecution, inquest or fatal injury.
- The **Insured must not** admit liability for or negotiate the settlement of any claim without “the Company’s” written agreement.
- The **Insured must** give “the Company” all information and assistance required.

**If the Insured does not do so, “the Company” reserves the right not to pay a claim.**

“The Company” is entitled to take over and conduct the defence or settlement of any claim, and to pursue any claim for its own benefit in the name of any person Insured at “the Company’s” discretion.

**Other Insurance.**

If any loss or damage is covered by other insurance, “the Company” will not pay more than its rateable proportion.

**Servicing**

“The Company” will continue to provide insurance (but to the Insured only) while the Insured Vehicle is in the custody or control of a member of the Motor Trade and used only for its own overhaul, upkeep or repair.

**Cancelling the Policy**

The Insured may cancel the Policy at any time by sending 7 (seven) days notice in writing and returning the Policy. If there has been no claim during the current period “the Company” will return a proportionate part of the premium in accordance with “the Company’s Short Rate table.

“The Company” reserves the right to cancel this Policy forthwith in the event of non-payment of the premium within 15 days of inception.

“The Company” may also cancel the Policy by sending 7 (seven) days notice by special delivery to the Insured at the Insured’s last known address.

“The Company” will return a proportionate part of the premium, providing no claims have been made.

**SECTION E  
GENERAL EXCEPTIONS.**

**This Policy does not cover:-**

1. Any injury, loss or damage occurring while the Insured Vehicle is being:-
  - a. driven by any person or used for any purpose not allowed by the Policy.
  - b. driven by the Insured or named driver, unless they hold a current valid licence to drive it.
  - c. driven under the influence of alcohol or drugs
2. Liability accepted under an agreement, unless the liability would have existed anyway.
3. Injury, loss or damage arising from
  - a. Ionising Radiation’s or contamination by Radioactivity, from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.
4. Any consequence of hostilities (whether war has been declared or not), civil war, revolution or military or usurped power or confiscation of nationalisation or requisition, destruction or damage to property by order of any Government or Public or Local Authority, riots and civil commotion and acts of terrorism.
5. Any injury, loss or damage caused by:
  - a. earthquake
  - b. riot or civil commotion
6. any accident, injury, loss or damage of whatsoever nature while the Insured Vehicle is in or on the part of an aerodrome, airport, or airfield provided for
  - a. the take-off and landing of aircraft and for the movement of aircraft on the surface.
  - b. Aircraft parking aprons including the associated service roads and ground equipment parking areas, those parts of passenger terminals of an international airport which come with the Customs examination area.

**SECTION F  
GUIDANCE NOTES**

These pages are for the Insured’s **assistance** and **do not** form part of the Policy.

**What to do after an accident.**

The Insured must:

- Note the registration number of the vehicles involved.
- Ask for the name and addresses of other people involved and any witnesses.
- Make a sketch plan of the scene of the accident and if possible take a photograph.
- Inform the Police and obtain a Police Accident Report.

**Do not admit responsibility or sign any statement to this effect.**

If the accident results in damage to another vehicle, an animal (which is defined as Horse, Cattle, Ass, Mule, Sheep, Pig, Goat and Dog), or other property, to comply with Law the Insured must:

- Stop and give the Insured's name, address and registration particulars of the vehicle (together with owner's name and address) to anybody reasonably requiring the information.
- If anyone in the Insured's vehicle other than the Insured is injured the Insured must show the Policy of Insurance to the police or to any other person reasonably asking. If the Insured cannot do this at the time of the accident, the Insured must report the accident to the police as soon as possible and in any case within 24 hours.
- If a 3<sup>rd</sup> party is injured, the Insured should contact their 3<sup>rd</sup> Party Liability Insurer.

### **Getting the Insured Car Repaired.**

If the damage is covered by this Policy of Insurance.

Where the Insured Vehicle can be safely driven, take it to a Repairer Approved by "the Company" (if the Insured Vehicle is not driveable, the Approved Repairer will be able to arrange for it to be collected and returned to the Insured after repair).

### **Excess**

Where damage or theft claim is subject to an Excess, "the Company" will instruct the repairer to collect the total excess from the Insured direct, prior to returning the vehicle to the Insured when the repair is complete.

### **Telling "the Company".**

The Insured must complete and send an accident report form as soon as possible. If the Insured does not have one, they can be obtained from an Approved Repairer or from "the Company's office."

### **Police Prosecutions**

The Insured must let "the Company" know at once if the Insured received notice of any intended prosecution as a result of the accident.

It would help "the Company", as the Insured's insurers, to know if other parties involved in the accident are to be prosecuted.

### **Claims made against "the Company" by other persons.**

The Insured must send all letters and other correspondence to "the Company" as quickly as possible, so that "the Company" can deal with them if applicable.

The Insured must not admit liability for the accident or make any offer of payment prior to discussing the case with their 3<sup>rd</sup> party liability Insurance Company.

In the Insured's own interest, the Insured should contact "the Company" if the Insured is asked to give a statement to anyone other than the Police.

### **Stolen Vehicle**

The Insured must notify the police as soon as the theft is discovered and advise "the Company" in writing, within 48 hours of any theft.

If the vehicle is not recovered "the Company" will negotiate settlement of the Insured's claim on the basis of the market value and any Excess taken into consideration.

### **Change of Address**

The Insured needs to bear in mind that "the Company" will need to have the Insured's current address. This will make sure that "the Company's renewal invitation will reach the Insured in good time and avoid confusion when making a claim.

### **Change of Vehicle**

If the Insured changes the Insured Vehicle, the Insured will require a new Policy of Insurance.

Until the Insured tells "the Company" about the new vehicle there is no cover for damage to it. It is therefore IMPORTANT that, when changing the Insured Vehicle, the Insured informs "the Company" without delay.

### **Vehicle Modification**

If the vehicle currently insured by the Policy of Insurance had been modified either mechanically or bodily (other than in accordance with the manufacturer's standard specification), the Insured should inform "the Company" immediately.