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**JUBILEE KYRGYZSTAN INSURANCE COMPANY  
VOLUNTARY MOTOR THIRD PARTY LIABILITY  
INSURANCE POLICY**

Jubilee Kyrgyzstan Insurance Company (hereinafter referred to as "The Company") hereby agrees, in consideration of the payment to us by or on behalf of the Insured of the premium specified in the Schedule, to insure against liability in the manner and to the extent hereinafter provided.

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

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

This Policy is a contract personal to the Insured and is not assignable. In accordance with the terms and conditions of this policy only the Insured or their legal representatives can be indemnified by "The Company".

### **TERRITORIAL LIMITS**

The validity of this Policy is limited to the Kyrgyz Republic if not otherwise provided by the Schedule. .

This insurance shall be governed by the law of the Kyrgyz Republic whose courts shall have jurisdiction in any dispute arising hereunder.

### **DEFINITIONS**

The expression 'ACCIDENT' shall mean any one accident or series of accidents arising out of any one occurrence.

The expression 'Vehicle' shall mean the particular vehicle, mentioned by the description or registration mark in Schedule and driving is insured according to this policy.

## **SECTION 1 LIABILITY TO THIRD PARTIES**

If an accident involving the Vehicle or any disabled mechanically propelled vehicle attached to the Vehicle including the situation of their loading or unloading results in the death of or bodily injury to any person and/or damage to any property, "The Company" will pay the expenses arising out from the liability at Law of:

- a) the Insured;
- b) any person permitted by the Insured to drive the Vehicle;
- c) the legal personal representative of any person covered under their Section in the event of his death and in respect of liability incurred by such person

for those injury or damages and their Legal costs.

Such indemnity being limited to the sums reflected in the Schedule in respect of any one person/accident or aggregate during period of insurance, but is unlimited in the aggregate in respect of number of accidents during the currency of this Policy.

### **SECTION 1A - PASSENGER LIABILITY**

If an accident is caused directly by or in connection with the Vehicle, "The Company" will indemnify against such amounts, including claimants costs and expenses, which the Insured and/or any passenger shall become legally liable to pay in respect of or bodily injury to any person being a passenger in the Vehicle.

By this section "The company" is not liable for death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household as the Insured.

Such indemnity under Section 1A being limited to the sums reflected in the Schedule in respect of any one person/accident or aggregate during period of insurance, but is unlimited in the aggregate in respect of number of accidents during the currency of this Policy.

### **EXCEPTIONS TO SECTION 1**

"The Company" will not be liable:

1. for death of or bodily injury to the Insured or to any person driving or in charge for the purpose of driving the Vehicle;

2. for loss of or damage to property or animals being conveyed in the Vehicle, or owned by or in the care of any person indemnified under this Section;
3. for loss or damage to any property being carried in or on the Vehicle or being loaded onto or unloaded from the Vehicle;
4. any accident, injury, loss or damage of whatsoever nature while the 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 within the Customs examination areas;
5. for damage by the weight of the Vehicle or its load;
6. for any accident arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of the Vehicle by any person other than the Insured's driver or other employee;
7. for any accident arising out of, or in connection with the bringing of the load to the Vehicle for the purpose of loading thereon or the taking away of the load from the Vehicle after unloading;
8. for death, injury or damage arising out of or in connection with discharge or spillage from the Vehicle unless such discharge or spillage is the direct result of an accident which may be the subject of Indemnity under this Section;
9. for damage to premises belonging to or in the occupation of the Insured;
10. for any accident arising out of the operation as a tool of trade of any trailer or plant except as required by any Governmental Act of the Kyrgyz Republic.
11. if the Vehicle is being driven by any person under the influence of alcohol or drugs.

### **GENERAL EXCEPTIONS**

"The Company" shall not be liable

1. if at the time of the accident, loss or damage the Vehicle was being driven or used other than in accordance with its current use stated in the Schedule;
2. in the respect of liability which arises under a contract or agreement unless such liability would otherwise have applied;
3. for loss or destruction of or damage to any property or any consequential loss or any legal liability indirectly caused by or arising from:
  - a) ionising radiations 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 nuclear component;

4. for any consequence of war, invasion, hostilities (whether war be declared or not), acts of foreign enemy, civil war, revolution, rebellion, insurrection, military or usurped power or confiscation, or nationalisation, or requisition, destruction or damage to property by order of any Government or Public or Local Authority. Riots and Civil Commotions and Acts of Terrorism

5. for any accident, loss or damage whilst the Vehicle is:

a) carrying a load in excess of that declared to "The Company" or a load in excess of the manufacturer's specified maximum carrying weight;

b) used in an unsafe, unroadworthy or damaged condition either before or after an accident;

c) carrying passengers or goods of such a number or weight or size or in such a way as is likely to impair the safe driving or control of the Vehicle, or is likely to cause damage to any person or property;

6. for any claim unless the driver of the Vehicle is:

a) licensed to drive the Vehicle;

b) fully complying with the conditions or limitations of that Licence;

c) not disqualified by any Court from driving;

d) in the sole and permanent employ of the Insured and, unless "The Company" have given their written consent, is not otherwise employed;

e) acting with the Insured's previously given authority;

7. for any loss, damage or liability if the Vehicle is, for the purpose of being driven, in the charge of any person under 21 years of age.

#### **GENERAL CONDITIONS**

1. In the event of a claim or possible claim the Insured or any other person claiming indemnity under this Policy must not make any admission of liability nor make any offer, promise or payment or incur legal expenses without "The Company's" written consent and shall give such assistance as "The Company" may require and shall not act in any way to the detriment or prejudice of "The Company's" interest.

In addition the Insured must:

a) provide full details of the occurrence in writing to "The Company" as soon as possible;

b) send to "The Company" immediately on receipt every relevant letter, claim, writ, summons or process;

c) advise "The Company" immediately of any impending prosecution or legal proceedings;

d) obtain the names and addresses of all witnesses and give "The Company" all information and assistance as they may require.

2. In the event of a claim or possible claim under this Policy "The Company" will be entitled to:
  - a) take absolute control of all negotiations and proceedings;
  - b) use the Insured's name to settle and/or prosecute and/or defend any claim and "The Company" reserves the right to abandon the same at any time;
  - c) take full control of all claims where the Insured holds a retention. If the Insured is responsible for part of any claim under this Policy he must pay this part to "The Company" on request.
3. If at any time of any loss, damage or liability covered by this Policy there is any other insurance covering the same loss, damage or liability "The Company" will not contribute more than their rateable proportion if the Insured is claiming indemnity.  
"The Company" will make no payment if any other person is claiming indemnity.
4. The Insured must take all reasonable precautions to safeguard the Vehicle against loss or damage and to maintain it in a safe and efficient condition.
5. "The Company" shall be at liberty at all times to have free access to examine the Vehicle by their authorised representatives.
6. The Insured must exercise reasonable care in the selection and employment of competent and sober drivers only and must check the driving experience record and licences of all drivers and prospective drivers before allowing them to drive the Vehicle.
7. "The Company's" liability to make any payment under this Policy will be conditional upon the compliance with its terms, exceptions and conditions by any person claiming indemnity or benefit and upon the truth and accuracy of the information given to "The Company" about the risk insured.
8. At the sole discretion of "The Company" this Policy will be declared null and void and all claims and premiums forfeited:
  - a) if any claim is in any way fraudulent or if fraudulent means or device is used by the Insured or anyone acting on his behalf to obtain any benefit or protection under this Policy;
  - b) if this Policy or any renewal of this Policy has been obtained through omission to state any material fact, or through any mis-statement by the Insured or by anyone acting on the Insured's behalf.
9. "The Company" may cancel this Policy by giving thirty days' notice by special delivery to the Insured's last known address. The unexpired portion of the premium may be returned upon written request provided this Policy is returned to "The Company" within fourteen days of the cancellation date and no claims have been notified to or paid by "The Company". The Insured may cancel this Policy by giving written notice and returning the Policy but in these circumstances no return of premium is allowable.
10. If any differences arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against "The Company".