



MOBILE EQUIPMENT POLICY

WHEREAS the Insured named in the Schedule attached hereto has made to CAMPU LONPAC INSURANCE PLC. (hereinafter called "the Company") a written Proposal and Declaration which the Insured has agreed shall be deemed to be of a promissory nature and effect and the basis of this Contract and which is deemed to be incorporated herein and has paid or agreed to pay the premium stated in the aforesaid Schedule as consideration for the indemnity hereinafter contained.

NOW THIS POLICY WITNESSES that subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon the Company agrees that if at any time during the Period of Insurance stated in the schedule hereto or during any further period for which the Company may accept payment for the renewal of this Policy, the Company shall, by payment or at its option by reinstatement or repair, indemnify the Insured against direct physical loss of or damage to the Property Insured (hereinafter referred to as the "Equipment") caused by:

- (a) accidental collision or overturning
- (b) accidental collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear
- (c) fire, external explosion, self-ignition or lightning or burglary or theft.

LIMIT OF LIABILITY

The Company will pay or make good to the Insured such loss to the extent of the Market Value at the time of the loss and/or the net cost of repairing such damage but not exceeding the sum insured of the Equipment as stated herein subject to the Excess on each and every claim as stated in the Schedule.

In respect of **Towing Charges**, the limit of the Company's liability will not exceed USD500-00 on any one accident.

Equipment shall mean any of the interest as per Schedule attached being the property of the Insured or held in trust or on commission for which the Insured is responsible.

EXCEPTIONS

Provided always that the Company shall not be liable in respect of:

1. The Excess stated in the Schedule to be borne by the Insured in respect of each and every occurrence giving rise to loss or damage under this Policy.
2. Consequential loss or damage of any kind, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages including delay or loss of market.
3. Damage to tyres unless the Equipment is damaged at the same time.
4. Theft of parts, spare parts, fuel pump, battery or accessories unless the Equipment is stolen at the same time.
5. Loss of or damage to the Equipment whilst being used on a Road for the time being in force in the Territory stated in the Geographical Limits (as mentioned in the Schedule).
6. Loss of or damage to the Equipment caused by overload or strain.
7. Loss or damage caused by requisition, confiscation, detention, seizure or destruction under quarantine by any Government body or authorities or by risks or contraband or illegal transportation or trade.
8. Loss of or damage to the canopy unless such loss or damage is caused by the Equipment overturning.
9. Infidelity of the Insured's employee(s) or of any person to whom the Equipment is entrusted.
10. Loss of or damage to the Equipment whilst being driven by the Insured (or any other person who is driving on the Insured's order or with the Insured's permission) whilst under the influence of intoxicating liquor and/or drugs.
11. Any accident, loss or damage caused sustained or incurred:
 - (a) outside the Geographical Limits (as mentioned in the Schedule)

- (b) whilst the Equipment in respect of which indemnity is provided by the Policy is:
 - (i) being used otherwise than in accordance with the Limitations as to Use as stated.
 - (ii) being driven by or is for the purpose of being driven by any person other than an Authorized Driver.

12. Use of the Equipment:

- (a) for racing, pace making, reliability, trial or speed testing
- (b) for the carriage of passengers for hire or reward
- (c) whilst drawing a trailer, except the towing (other than for reward) of any one disabled, mechanically propelled equipment.

13. Any accident, loss or damage directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with volcanic eruption, earthquake, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, terrorist activities, 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 hereunder the Insured shall prove that the accident loss or damage 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 consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

Any accident, loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

- 14. (a) 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.
- (b) Any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

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 the Schedule shall bear specific meaning wherever it may appear.
2. This insurance shall not commence until the Premium has been actually paid to and accepted by the Company and the Company's official acceptance letter or Policy has been issued; and no payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by an official or duly authorized representative of the Company shall have been issued therefore.
3. The Equipment shall only be driven by an Authorized Driver which shall mean either:
 - (a) The Insured, or
 - (b) Any other person who is driving the Equipment on the Insured's orders or with the Insured's permission.
4. The Equipment shall be used only in connection with the Insured's business.
5. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall be endorsement hereon declare the Insurance to be continued.
6. The circumstances in which the insurance was entered into shall not be altered without prior notice being given to the Company and written consent to continue the insurance obtained there from.
7. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
8. The Insured shall take all ordinary and reasonable steps to maintain the Equipment in efficient condition and the Company shall have at all times free and full access to examine the Equipment or any part thereof or any driver or employee of the Insured.
9. It is warranted that the Equipment bearing Engine/Chassis/Serial No. as stated in the Schedule is not used on any road and that it is not registered for use on any road.

In the event of any loss giving rise to a claim under this Policy it is a condition precedent to settlement of the claim that the original of the registration book will be submitted to the Company for inspection.

10. In the event of loss or damage to the Equipment or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Equipment is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to:
 - (a) (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the Country in which the Equipment is held for repair or
 - (ii) if not such catalogue or price list exists the price last obtained at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the Equipment is held for repair and the amount of the relative import duty, and
- (b) the reasonable cost of fitting such part.
11. The Insured shall take all reasonable precautions for the safety of the Property insured and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Policy shall:
 - (a) in the case of theft or loss or criminal act give notice to the police and render all reasonable assistance in causing the discovery and securing the conviction of the offender and in tracing and recovering the Property.
 - (b) in all cases give notice to the Company in writing and within seven (7) days thereafter deliver to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required.

In no case shall the Company be liable for any loss or damage not notified to the Company within thirty (30) days after the event.

12. The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.
13. If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the Equipment insured or any part thereof, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage. Each item of this Policy shall be separately subject to this condition.
14. If the Equipment insured shall at the time of any event giving rise to a claim under this Policy be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Each item of this Policy shall be separately subject to this condition.
15. The Company shall be entitled to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
16. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefit there under shall be forfeited.
17. Immediately upon the happening of any loss or damage the Sum Insured shall be reduced by the amount of the loss or damage and such reduced Sum Insured shall be the limit of the Company's liability in respect of any further losses or damage occurring during the current Period of Insurance unless the Company consents upon payment of additional premium to reinstate the full Sum Insured.
18. This insurance may be terminated at the request of the Insured by sending ten (10) days' notice in writing, in which case the Company will return to the Insured 90% of the proportionate part of the premium corresponding to the unexpired period of insurance from the date of cancellation provided no claims have been made during the current policy period. This insurance may also be terminated at the option of the Company by sending ten (10) days' notice in writing to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

No refund of premium for any cancellation of policy if premium is charged on minimum premium.

19. If any difference arises as to the amount of the Company's liability under this Policy, such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators 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 and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference, and an award by arbitration shall be a condition precedent to any right of action against the Company as regards any dispute regarding the amount of the Company's liability under this Policy.
20. The Company shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating as below.

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'."

21. The Company shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust as define below.

"Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits 'criminal breach of trust'."

22. If the Company shall disclaim liability to the Insured (or to the Insured's legal person representatives) for any claim hereunder in no case shall the Company be liable in respect of such claim after the expiration of twelve calendar months from the date of such disclaimer unless the claim is the subject of pending court action or arbitration.

23. The due observance and fulfillment 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 proposals shall be conditions precedent to any liability of the Company to make any payment under this Policy.

24. PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of Insurance that the premium due must be paid and received by the Company within thirty (30) days from the inception date of this Policy / Endorsement / Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro-rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this Policy.

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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IT CLARIFICATION CLAUSE

Property damage covered under this insurance shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this insurance:

- (A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of Insured physical damage to the substance of property shall be covered.
- (B) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

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SANCTIONS LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CLAUSES/ENDORSEMENT WHERE APPLICABLE AS STATED IN THE POLICY SCHEDULE

MARKET VALUE CLAUSE

It is hereby agreed that in the event of a loss to the property insured herein, the limit of indemnity shall be the insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the Insured is required to bear under the Policy.

For the purpose of this clause the term market value shall mean the value of the property insured herein at the time of damage or loss less due allowance for betterment, wear and tear and/or depreciation.

In the event of a dispute, the market value of the insured property shall for the purposes of this clause be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor of the cost of replacement or reinstatement of the insured property damaged or lost as it was at the time of occurrence of such loss or damage.

In the event that there is, at the time of damage or loss, no manufacturer, authorized sole agent or agent, authorized broker or authorized distributor for the insured property, the valuation shall be obtained from a Loss Adjuster and to be mutually appointed by both parties.

The valuation of the insured property by the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor or Loss Adjuster shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

LEASING ENDORSEMENT

It is hereby understood and agreed that the Leasing Company has named in the Schedule (hereinafter referred to as the Lessors) are the owners of the Property insured under this policy and that such property is the subject of a Leasing Agreement made between the Lessor of the owner part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under the terms of this Policy shall be made to the Lessors as long as they are owners of the Property and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provisions in the Leasing Agreement to the contrary this Policy is issued to the Insured as named in the Schedule as principal party and not as agent or trustee for the Lessors and nothing herein shall be construed as constituting the Insured as agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Insured to the Lessors of his rights benefits and claims under this Policy, nothing herein shall be construed as creating any right in the Lessor to use the Company in any capacity whatsoever for any alleged breach of its obligations hereunder.