

indigo
insurance

Personal Auto Policy | Bahamas

Definitions

Accessories:

Parts or products (including spare parts) specifically designed to be fitted to Your Motor Vehicle. This includes roof/cycle racks and roof boxes.

Authorised Driver(s):

The insurance under this Policy is invalid or void if Your Motor Vehicle is being driven by, or is for the purpose of being driven, or in the control of, a person who is not an Authorised Driver. An Authorised Driver must, unless the Policy is endorsed otherwise, be all of the following:



A person specified or otherwise included within a group on the Certificate, or the Schedule as being permitted to drive Your Motor Vehicle



A person who is not under 25 years of age or over 75 years of age



A person permitted to drive Your Motor Vehicle and who has in place a valid (current and not suspended or revoked) License for the class or type of Motor Vehicle and who has not been disqualified for any reason



A person who has more than 1 year of driving experience with a full License. This excludes any experience obtained with a learner's permit or any intermediate license in a graduated licensing regime

Company/Insurer(s)/We/Us:

Indigo Insurance Company (Bahamas) Ltd

Driver:

Any person who is in charge of the Motor Vehicle.

Endorsements:

An alteration to the wording of the Policy noting a change in terms or details of the Policy.

Geographical Area/Jurisdiction:

The Commonwealth of The Bahamas.

Certificate(s):

The document issued by Us to You and which is required by the applicable law(s) of the Geographical Area. It is the document that the police or relevant authority will require You to show them as evidence that You are in compliance with the appropriate laws of the Geographical Area.

Deductible:

The dollar amount shown on the Schedule for which You are responsible in the event of a covered claim.

Insured/Policyholder/You/Your(s):

The person or entity identified as the Policyholder in the Schedule of the Policy.

Insured Value:

Your estimate of the value of Your Motor Vehicle plus any Accessories, as listed on the Schedule.

Legislation:

The Road Traffic Regulations, including any amendments or revisions to these regulations.

License:

A driver's license, together with any necessary permit, that complies with the applicable laws of the Geographical Area, other than a learner's permit.

Limits of Liability:

The maximum amount(s), shown on the Schedule, to which We will indemnify You, or for which We will pay on Your behalf.

Market Value:

The prevailing price, immediately before the accident giving rise to a claim, of a Motor Vehicle in the Geographical Area of the type and in similar condition to the Motor Vehicle that You have insured with Us.

Motor Vehicle:

The Motor Vehicle described in the Schedule.

Period of Insurance:

The period covered by the Policy, as shown in the Schedule or until canceled. Each renewal represents the start of a fresh Period of Insurance.

Policy:

The written evidence of the contract of insurance between You and Us. The Schedule forms a part of the Policy, as does the Proposal Form submitted by You, and any Endorsements issued by Us and signed by one of Our authorised representatives.

Premium:

The amount of money You agree to pay Us in exchange for the coverage described in the Policy.

Schedule:

The customised part of the Policy that identifies the sections of the Policy that apply to You and any limitations to or variations of the terms.

Spouse:

Your wife, husband, or partner who permanently lives with You.

Total Loss:

Damage to Your Motor Vehicle to such an extent that it is uneconomical or unsafe to effect repairs or where Your Motor Vehicle has been stolen and not recovered.

Section A: Liability

1. Your Liability:

We will indemnify You for, or at Our option pay on Your behalf, all sums including claimant's costs and interest which You shall become legally liable to pay, caused by or arising out of the use of the Motor Vehicle on a road or thoroughfare, only with respect to:

- The death of or bodily injury to any person; or
- Damage to property.

2. Liability of Authorised Drivers:

On the same basis that We agree to indemnify You for Your legal liability arising out of an accident (as set out in Part 1 of this Section), We will indemnify any Authorised Driver for their legal liability, provided that such liability is caused by or arises out of the use of the Motor Vehicle on a road or thoroughfare.

3. Liability of Legal Representatives:

In the event of the death of any person entitled to indemnity under this section We will, with respect to the liability incurred by such person, indemnify their estate's legal representative or administrator subject to the terms of the Policy, including its Limits of Liability.

4. Limits of Liability

The Limits of Liability under this Section are shown on the Schedule.

SPECIFIC EXCLUSIONS THAT APPLY TO SECTION A

We shall not be liable:

1. In respect of the death of or bodily injury to any person arising out of and in the course of such person's employment by You, Your Spouse, or any Authorised Driver covered under this Policy;
2. In respect of the death of, bodily injury or damage caused, or arising in connection with the bringing of any load or package to the Motor Vehicle for loading thereon, or the taking away of any load or package from the Motor Vehicle after unloading therefrom;
3. In respect of the death of or bodily injury to You, whether driving the Motor Vehicle or not, or to any other person while such person is driving the Motor Vehicle;
4. In respect of the loss of or damage to any property (including the Motor Vehicle) belonging to, held in trust by, or in the custody, care, or control of You, or:
 - a. Any person entitled to be indemnified under the Policy; or
 - b. A member of Your household or of the same household as any person claiming to be indemnified;
5. For legal or other fees and expenses incurred without Our prior written permission;
6. For losses in excess of the Limits of Liability; or
7. In respect of the death of or bodily injury to You as the hirer of a Motor Vehicle, or any passengers in or on a Motor Vehicle which is let out on hire; or
8. In respect of the death of or bodily injury to passengers, when the Motor Vehicle is a motorcycle.

Section B: Collision

1. Loss or Damage to Your Motor Vehicle:

We will indemnify You for loss of or damage to Your Motor Vehicle and its Accessories that occurs as the result of unintentional and unexpected forceful and physical impact between Your Motor Vehicle and another Motor Vehicle or object with such violence or degree of contact as to cause discernible physical damage to the Motor Vehicle. This includes accidental upset or overturning of Your Motor Vehicle.

2. Protection and Removal:

- a. We will pay the costs necessarily and reasonably incurred, to a maximum of \$250, to secure and/or remove Your Motor Vehicle to a conveniently located garage or repair shop, or to an otherwise secure location, that We or Our agents approve or suggest.
- b. You have Our authority to do this only in the event of Your Motor Vehicle being disabled by damage that is covered under the Policy.
- c. You must notify Us of this removal as soon as You can. If You have paid the cost, You must keep the receipt and present it to Us when making Your claim.

3. Death and Personal Accident Benefit:

While travelling in Your Motor Vehicle, if You or Your Spouse is injured in an accident for which damage to Your Motor Vehicle is covered by this Section of the Policy, We will pay as follows:

- a. \$30,000, if within 90 days of the accident You or Your Spouse dies as a direct result of injury sustained in that accident, or if there is Total Loss of sight in one or both eyes, or if there is physical severance or total and permanent loss of use of one or both hands or feet.
- b. The amount applies separately to You and Your Spouse, and is the maximum We will pay.
- c. You or Your Spouse must be traveling in Your Motor Vehicle (either or both of You).
- d. Payment, in the case of injury, will be made directly to the injured person, and in the case of death to his or her legal personal representative.
- e. This coverage is void if the accident is determined to be a suicide or an attempt thereat, or so alleged by any competent authority within the Geographical Area; to that extent We have the right to wait until a coroner or other appropriate court has made a ruling or decision before We pay.

4. Medical Expenses:

We agree to pay the reasonable cost of out-of-pocket medical expenses incurred by You as the direct and immediate result of injuries sustained by You, caused by an accident involving Your Motor Vehicle while it is being driven by You, up to a maximum of \$1,000.

5. Windscreen Protection:

- a.** We agree to pay for the cost of repairing or replacing broken glass in the front windscreen of Your Motor Vehicle with no Deductible, but only where the breakage results from any cause of loss listed in Part 1 of this Section.
- b.** The maximum payment We will make for this with respect to any one breakage is \$1,000. This is also the maximum We will pay for all such breakages in any one Period of Insurance.

6. Damage to Personal Property:

We will pay up to a maximum of \$250 if Your personal property (excluding cash, securities, documents, lottery tickets, vouchers, debit or credit cards, goods or samples, or animals) is lost or damaged as the result of an accident involving Your Motor Vehicle and which accident is covered by this Section of the Policy.

7. New Car Replacement:

If You are the first and only registered owner of Your Motor Vehicle, and within 12 months of buying Your Motor Vehicle from new Your Motor Vehicle is damaged in an accident which is covered by Section B of the Policy and the estimated cost of repairing the damage is more than 50% of the manufacturer's list price (including Accessories) at the date of the accident, We will replace Your Motor Vehicle with a new one of the same make, model and specification. If one is not reasonably available within the Geographical Area, We will pay You the price You paid for Your Motor Vehicle or the manufacturer's current list price (including Accessories) whichever is less. Your Motor Vehicle will then become Our property.

Section C: Other Than Collision

1. We will indemnify You for loss of or damage to the Motor Vehicle and its Accessories caused by:

- a. Vandalism, riot, or malicious acts that are not committed by You, or by any person in Your charge or control, or any person who is acting on Your behalf or instructions or with Your permission, or by any member of Your family or household living with You; or
- b. Fire, explosion, lightning, theft, or attempted theft.

2. Loss of Personal Property:

- a. We will pay up to a maximum of \$250 if Your personal property (excluding cash, securities, documents, lottery tickets, vouchers, debit or credit cards, goods or samples, or animals) is stolen from Your Motor Vehicle (and this Section of the Policy applies.)
- b. In addition to proof of Your Legal ownership, there must also be visible evidence of an attempt to forcibly enter or break into Your Motor Vehicle and You must also make a report to the Police within a reasonable period of time after the incident comes to Your attention.

3. New Car Replacement:

If You are the first and only registered owner of Your Motor Vehicle, and within 12 months of buying Your Motor Vehicle from new Your Motor Vehicle is damaged in an accident which is covered by Section B of the Policy and the estimated cost of repairing the damage is more than 50% of the manufacturer's list price (including Accessories) at the date of the accident, We will replace Your Motor Vehicle with a new one of the same make, model and specification. If one is not reasonably available within the Geographical Area, We will pay You the price You paid for Your Motor Vehicle or the manufacturer's current list price (including Accessories) whichever is less. Your Motor Vehicle will then become Our property.

Section D: Catastrophe

1. We will indemnify You for loss of or damage to Your Motor Vehicle and its Accessories caused by:

Earthquake, hurricane or named storm, cyclone, tornado, windstorm, hail, volcano or volcanic eruption, tsunami or tidal wave, or flood (whether or not the flood is caused by another of these perils).

SPECIFIC EXCLUSIONS THAT APPLY TO SECTION B, C, & D

We shall not be liable for:

1. Consequential loss of any kind, including loss of use of Your Motor Vehicle or any loss resulting from the loss of use of Your Motor Vehicle;
2. Depreciation, wear and tear, mechanical or electrical break downs, failures, or breakages to or of Your Motor Vehicle;
3. Damage to tyres caused by braking or by punctures, cuts, or bursts unless damage is caused to other parts of Your Motor Vehicle at the same time;
4. Any reduction, real or alleged, in the Market Value or resale value of Your Motor Vehicle following an accident or repairs;
5. Any loss or damage deliberately caused to Your Motor Vehicle by You or brought about under Your instructions or direction;
6. Any loss or damage to Your Motor Vehicle caused by or arising from any peril named in Section B, C, or D unless those Sections of the Policy are identified in the Schedule as applicable to You;
7. Any Deductible stated in the Schedule, except where under Section B, Your Motor Vehicle collides with a Motor Vehicle that is not insured and You or the Authorised Driver of Your Motor Vehicle is not at fault in whole or in part for the collision;
8. Any loss or damage arising while Your Motor Vehicle is being driven by, or is for the purpose of being driven, in the charge or control of any person who is not an Authorised Driver; or
9. Any amount in excess of the lower of the Market Value and the Insured Value of Your Motor Vehicle immediately prior to the loss.

OPTIONAL COVERAGES AND ADD-ONS

RENTAL CAR

Applicable only if indicated on Your Schedule

a. If Your Motor Vehicle is insured under the terms of any of Section A, B, C, or D and it is lost or damaged due to perils as described in Sections B or C to such an extent that the Motor Vehicle is determined to be unfit or un-roadworthy as a direct result of such accident or is a Total Loss, We will pay rental costs for a Motor Vehicle of a similar type, make, and engine capacity. The maximum amount We will cover is \$350 over a 7-day period, or \$700 over a 14-day period. Your selected coverage level is shown on the Schedule. This coverage is subject to the following conditions and limitations:

- i.** The rental must be in the Geographical Area, and must be from a rental or hire car company doing business in the Geographical Area. At Our discretion, We may pay the Rental Company directly or pay You.
- ii.** We are not liable in any way, under any circumstances, for any liability whatsoever arising out of the use of the rented Motor Vehicle, and You are responsible for the maintenance and safekeeping of the rented Motor Vehicle. We will not reimburse or pay for other incidental charges incurred by You, including but not limited to petrol or medical insurance fees.
- ii.** If no rental vehicle is available, or at Our discretion, We will pay You the lower of \$50 per day or the actual current daily charge of a Rental Company of Our choice for the number of days that Your Motor Vehicle is totally disabled or to the maximum number of days that You have chosen, whichever is less.

All other terms, exclusions and conditions of the Policy apply insofar as they are applicable

CONDITIONS THAT APPLY TO THE WHOLE POLICY



1. Your Duty

You are to observe faithfully and satisfy, fulfil, and meet all of the conditions of the Policy, in so far as they relate to anything that You, or any person claiming to be indemnified, are to do or not to do. The truth of the statements made and answers You gave in Your Proposal Form and Your compliance, observance, and fulfilment of the terms and conditions of the Policy are conditions precedent to Our liability to indemnify You or any person seeking to be indemnified under the Policy, or to make any payment under the Policy.

In the event of a claim, You will do nothing that shall prejudice or compromise in any way Our ability to investigate the loss, defend a liability claim, develop a defence to coverage, or diminish Our potential or actual right of recovery.



2. Written Notice

Any notice or communication that You give to Us must be in writing and be delivered to Us. You may communicate with Us by postal mail or by electronic mail.



3. Care of Your Motor Vehicle

You must take all reasonable steps to safeguard Your Motor Vehicle from loss or damage, maintain Your Motor Vehicle in good and roadworthy condition, and allow Us free access to examine it at any reasonable time. In the event of any accident which is likely to give rise to a claim covered by the Policy, You agree that We shall have free and full access at all times to examine Your Motor Vehicle or any of its parts and to interview any Driver or passenger. In the event of an accident You must not leave Your Motor Vehicle unattended without proper precautions being taken to prevent further loss or damage, unless You have been injured or it would jeopardise Your safety to remain on the scene, or unless instructed to leave the scene by the Police. If, following an accident, Your Motor Vehicle is driven before necessary repairs are made, We will not be responsible for any further damage.



4. Notification of Accidents

In the event of any occurrence which may give rise to a claim under this Policy, You must notify Us immediately.

In any case, no later than 7 days of the occurrence You must notify Us full particulars in writing. For every letter, claim, writ, summons, and process that You receive in connection with an accident involving Your Motor Vehicle, You must notify Us or forward it to Us immediately when You receive it. You must also notify Us immediately when You, or any person claiming to be indemnified under this Policy, receive any information or have knowledge of any pending charge, prosecution, inquest, inquiry, or proceeding in connection with any occurrence involving Your Motor Vehicle. In the case of theft or other criminal act which may give rise to a claim under this Policy, You must give immediate notice to the police as well, and co-operate with Us and the relevant authorities in the prosecution of the offender.



5. Claims Procedure

You must not, without Our written consent, make any admission of liability, make any offer or promise, or enter into any agreement, or make any payment in the event of an accident, or in respect of any claim or legal proceeding. The same applies to any person driving Your Motor Vehicle or claiming to be indemnified under the Policy. Any such offer, promise, agreement entered into, or payment made without Our written consent will not be binding on Us. We are entitled, if We so choose, to take over and conduct in Your name, or in the name of any other person claiming to be indemnified under the Policy, the defence or settlement of any claim or legal proceeding, or to prosecute in Your name any claim for an indemnity or for damages in respect of any claim under the Policy, and We shall have full discretion in the conduct of such proceedings and in the settlement of any claim. You and any other person claiming to be indemnified under the Policy shall give Us all information, assistance, documents, and cooperation, including providing such written statements including sworn statements, affidavits or declarations, that We (including our appointed attorneys or loss adjusters) may require from time to time.



6. Payment of Limits of Liability

Payment under this Policy is subject at all times to the Limits of Liability specified in the Schedule.

At any time after the happening of any occurrence giving rise to a claim or series of claims under Section A of this Policy, We may in Our discretion, (i) pay to You, (ii) pay to any other person who is indemnified under the Policy, (iii) pay into court, (iv) pay to any claimant or claimants, or (v) retain and hold against judgement under s.15(1) of the Legislation, the applicable Limits of Liability under Section A of the Policy (or the balance of those Limits of Liability net sums previously paid under Section A) and relinquish the conduct of any defence, settlement, or proceedings. We shall not be responsible for any damage alleged to have been caused to You or such person in consequence of any alleged action or omission by Us in connection with such defence, settlement, or proceedings or of Our relinquishing such conduct. Likewise, We shall not be liable for any costs or expenses whatsoever incurred by You or such person, or by any claimant or other person, after We shall have relinquished such conduct.



7. Other Insurance

If in respect of any claim arising under this Policy there is any other insurance covering the same loss, damage, or liability, We shall not be liable to pay or contribute more than the rateable proportion of any loss, damage, compensation, costs, or expenses.



8. Lien Holder Clause

If Your Motor Vehicle is the subject of a hire purchase agreement, a leasing agreement, an instalment purchase arrangement, or is collateral pursuant to a vehicle purchase loan, or other financing arrangement, and the identity of the lien holder or interested party is disclosed to Us and noted on the Schedule, in the event Your Motor Vehicle is a Total Loss We may pay You and the lien holder jointly.

9. Period of Insurance and Cancellation

The Policy is in force for the Period of Insurance shown in the Schedule or until cancelled. A claim arising outside of the Period of Insurance is not covered under the Policy. We may cancel this Policy during the Period of Insurance by (a) sending You (7) days' notice by registered mail, at the postal address You have given Us, or (b) sending seven (7) days' notice by electronic mail to You at the email address You have given Us. When cancellation of the Policy becomes effective, You must immediately return to Us the Certificate or cover note, upon receipt of which, We will refund any Premium which may be due to You. You may cancel the Policy by giving Us notice in writing and returning the Certificate or cover note to Us in accordance with the Legislation. Provided there are no claims (paid or outstanding during the current Period of Insurance) and provided also that You immediately return any Certificate or cover note to Us, then We will provide You with any refund of the Premium to which You may be entitled as may be determined by Our short term cancellation rates. Your attention is drawn to the penalties imposed by s.14 of the Legislation for failure to provide the Certificate to Us in the event of cancellation.

10. Arbitration

If We deny liability for a claim under Sections B, C, or D, or there are differences or disagreement as to the amount payable by Us to You under those Sections, such dispute(s) shall be referred to a sole arbitrator for arbitration under the provision of the relevant Legislation in the Geographical Area. If We deny or dispute liability for, or the amount of any claim by You, under the foregoing Sections and that dispute is not, within 12 calendar months from the date of such denial or dispute of liability, referred to arbitration under the foregoing provisions herein contained, then the claim shall be deemed to have been abandoned by You and no amount shall thereafter be payable by Us.



11. Non-Compliance Penalty

We reserve the right not to honour any claim made under the Policy where any of the terms or conditions of the Policy have been breached by You or by any other person to be indemnified under the Policy. Where by the Legislation We are prevented from dishonouring any claim despite Policy non-compliance or breach of the Policy terms and conditions, You or any other person to be indemnified under the Policy shall repay to Us, upon Our demand, any sum that We have paid out to comply with the Legislation for that claim.



12. Premium Instalment

If the Premium for this Policy is being paid by instalments, You agree that if at any time during the currency of the Policy there shall arise any claim, incident, occurrence, or accident likely to give rise to a claim under the Policy, then We shall have the right to demand payment of the full amount of any unpaid balance of the Premium, or to deduct that unpaid balance from the amount of any claim by You before it is paid.



13. Keeping Your Policy up to Date

Tell Us immediately if there are any changes in the information and particulars You provided in Your Proposal Form. Any change that is material to the risk that We have insured in the use and operation of Your Motor Vehicle that You do not disclose to Us may give Us the right to void the Policy. In particular We need to be informed of any changes to Your Motor Vehicle that will affect its performance, or if You change Your Motor Vehicle, sell Your Motor Vehicle, make any modifications to it from the manufacturer's original specifications, change Your occupation, change the use of Your Motor Vehicle, change any named Authorised Driver, make any claim or have an accident likely to give rise to a claim under this or any other Motor Vehicle insurance policy, incur any convictions or fixed penalties, or have any pending charges or prosecutions.

If You wish to replace Your Motor Vehicle with another, a Certificate for the new Motor Vehicle must be issued by Us with respect to that new Motor Vehicle before coverage will be effective. Coverage by this Policy does not automatically transfer to Your new Motor Vehicle.



14. Multiple Motor Vehicles Insured

Where You insure multiple Motor Vehicles with Us, all such Motor Vehicles may be insured under one Policy. You will be issued a separate Schedule and Certificate for each Motor Vehicle. Each Schedule will contain details of the insurance coverage relating to that Motor Vehicle.



15. Assignment

The Policy is not assignable. Insurance coverage by the Policy will terminate immediately if Your Motor Vehicle ceases to be Your property or if You otherwise lose Your insurable interest in Your Motor Vehicle.



16. Amendment

We reserve Our right to amend, update, or modify the Policy including its terms, conditions and exclusions from time to time by providing written notice to You.



17. Governing Law

The Policy shall be governed by and construed in accordance with the laws of the Geographical Area and is subject to the exclusive Jurisdiction of the courts of the Geographical Area.



18. Fraud

If any claim under this Policy including to an indemnity is made, or advanced in any way fraudulently, falsely, dishonestly or deceitfully, any and all benefit, entitlement and coverage under the Policy shall be forfeit and We may as necessary seek to void the Policy.



19. Jurisdiction

The indemnity under this Policy shall only apply with respect to judgments which are in the first instance delivered by or obtained from a court of competent Jurisdiction within the Geographical Area.

GENERAL EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

We shall not be liable for:

- 1.** Any accident, loss, damage, or liability caused, sustained, or incurred outside the Geographical Area;
- 2.** Any accident, loss, damage, or liability caused, sustained, or incurred whilst Your Motor Vehicle is being used otherwise than in accordance with the limitations of use;
- 3.** Any accident, loss, damage, or liability caused, sustained, or incurred whilst Your Motor Vehicle is being driven by any person other than an Authorised Driver;
- 4.** Death of or bodily injury to any person being a passenger in Your Motor Vehicle, except where such passenger is seated in a seat fitted to Your Motor Vehicle by the manufacturer thereof for the purpose of accommodating passengers;
- 5.** Any accident, loss, damage or liability arising out of or in connection with war, invasion, civil war, rebellion, revolution, insurrection, or military coup;
- 6.** Any liability which attaches as a result of an agreement or contract, unless that liability would have existed otherwise in the absence of such an agreement or contract;
- 7.** Any accident, loss, damage, or liability occurring or arising when Your Motor Vehicle was being driven by or being in the care, custody, or control of any person who is charged with or convicted of the following in the Geographical Area:
 - a.** Driving under the influence of alcohol or prohibited drugs, or who fails to comply with evidential tests relating to their usage or possible usage, in contravention of applicable laws in the Geographical Area;
 - b.** Dangerous or careless driving; or
 - c.** Causing grievous bodily harm while operating a Motor Vehicle;
- 8.** Any liability of any nature whatsoever, directly or indirectly caused by, 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 purposes of this exclusion, combustion shall include any self-sustaining process of nuclear fission;

9. Any accident, loss, damage, or liability arising out of or attributable to any act of terrorism regardless of any other cause or event, contributing concurrently or in any other sequence to the loss. For the purposes of this exclusion, an act of terrorism means an act (including but not limited to the use of force or violence and/or the threat thereof), by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), that is 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 exclusion also excludes loss, damage, cost, or expense of any nature whatsoever, 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 We allege that due to this exclusion, any loss, damage, cost, expense, or liability is not covered by this insurance, the burden of proving the contrary shall be upon You. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. Any loss, damage, cost, or expense of any nature whatsoever, directly or indirectly caused by:

- a.** The use or misuse of the internet or any internet address, website, or similar facility;
- b.** Any electronic transmission of data or other information;
- c.** Any computer virus or similar problem;
- d.** Any data or other information posted on a website or similar facility;
- e.** Any loss of data or damage to any computer system, including but not limited to hardware or software (unless such loss or damage is caused by fire, lightning, explosion, aircraft or vehicle impact, riot, malicious damage, falling objects, windstorm, tornado, cyclone, hurricane, earthquake, volcano, or flood); or
- f.** Any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright, or patent);

- 11.** Any liability, loss, damage, cost, or expense arising out of, resulting from, caused by, contributed to by, or in any way related to the existence of, inhalation of, or exposure to any fungus/fungi and/or spore(s).
- 12.** Any loss, damage, cost, or expense directly or indirectly arising out of, resulting from, caused by, or contributed to by exposure to magnetic, electric or electromagnetic fields, or radiation, however caused or generated. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost, or expense.
- 13.** Any liability, loss, damage, cost, or expense caused by, arising from, or related in any way, directly or indirectly, to:
 - a.** Erasure, destruction, corruption, misappropriation, or misinterpretation of data;
 - b.** Erroneously creating, amending, entering, deleting or using data; or
 - c.** The distribution or display of data, by means of an internet website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of data, where "data" means representations of information or concepts, in any form.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

- 14.** Any loss, damage, or liability deliberately caused by You, by an Authorised Driver, by Your agents, by any member of Your household, or by any person acting on Your orders, under Your instruction, or with Your permission.
- 15.** Any loss, damage, or liability arising from or in connection with sonic booms or bangs.
- 16.** If We are obliged by the Legislation to pay any amount for which We would not otherwise be liable under the Policy, We may require You, or any other person indemnified under the Policy, to reimburse Us such amounts paid, and We may pursue such reimbursement by way of legal proceedings if necessary.

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