



Commercial Vehicle Policy



IF YOU HAVE AN ACCIDENT



1. Call the police and wait for them to arrive.
2. Take pictures and videos of the accident scene.
3. Get the names and phone numbers of all parties involved.
4. Do **NOT** admit liability or agree to make a settlement before discussing with us.
5. **REPORT THE ACCIDENT TO US IMMEDIATELY. YOUR POLICY REQUIRES NOTICE WITHIN 5 DAYS.**
 - a. You do **NOT** have to wait for the police report before reporting the accident.
 - b. You must report the accident whether you are at fault or not and whether you intend to make a claim or not.
 - c. You can report by:
Telephone: 242 677 8880
Mobile and WhatsApp: 242 829 9988
Visiting our office:
The NAGICO Building
Mackey Street and Ivanhoe Road
Nassau, The Bahamas
6. Come into NAGICO and fill out a claim report form.
7. Secure your vehicle and protect it from further loss or damage.
8. If you intend to claim, obtain at least two, **detailed** quotations from reputable repair shops.

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GENERAL PROVISIONS

This Policy is evidence of the contract between You and the Company.

The Proposal and Declaration made by You, the Policy, the Schedule and the effective Certificate(s) of Motor Insurance shall be read together and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning wherever it may appear.

We will indemnify You in accordance with the Insurance specified in the effective Schedule in respect of occurrences in the Geographical Area during the Period of Insurance.

The effective Schedule specifies, under Applicable Sections, those Sections or Subsections of the Policy which apply (subject to the Definitions, General Exceptions, the Conditions and any Endorsement to the Policy).

This Policy is governed according to the Laws of the Geographical Area.

A handwritten signature in black ink, appearing to be 'R. Smith', with a long horizontal flourish extending to the right.

Managing Director
NAGICO INSURANCE (BAHAMAS) LTD.

DEFINITIONS

1 We/Us/Our/The Insurer/The Company

NAGICO Insurance (Bahamas) Ltd.

2 You/Your/The Policyholder/The Insured

The Person(s) named in the Schedule

3 Schedule

The document showing the Details of the Policyholder, the Motor Vehicle, Insurance provided and Premium

4 Certificate of Motor Insurance

Evidence of the existence of motor insurance as required by law

5 Motor Vehicle

Any motor vehicle specified under Motor Vehicle details in the Schedule

6 Period of Insurance

The duration of this policy as shown in the Schedule

7 Current Market Value

The price for which a vehicle of a similar make and model and in the similar condition and age can be bought in the Geographical Area on the day of the loss or damage which includes any applicable depreciation.

8 The Geographical Area

The Commonwealth of The Bahamas

9 License

A Driver's License or other permit required under the Legislation or other Road Traffic laws or regulations applying within the Geographical Area

10 Airside

Any piece of land used by aircraft, any airport, airfield, aerodrome premises (including the maneuvering areas and aprons and service roads directly associated therewith) other than those areas to which the public has free vehicular access

11 Electronic Equipment

- (i) any computer or other equipment or system for processing or storing or retrieving data and shall include but shall not be limited to any computer hardware, firmware or software, media, microchip, integrated circuit or similar device*
- (ii) any in-car entertainment system*

SECTION 1: OWN DAMAGE

This Section only applies if the cover shown on your Policy Schedule is Comprehensive.

WHAT IS COVERED FOR OWN DAMAGE

We will indemnify You against loss or damage to the Motor Vehicle (and its accessories and spare parts while thereon) caused by accidental means.

WHAT IS NOT COVERED FOR OWN DAMAGE

a) **Compulsory Excess**

If loss, destruction of damage covered by this Policy occurs, You will be responsible, in respect of each claim, for the following amounts, unless otherwise stated in the Schedule or by Endorsement whilst the Motor Vehicle is being driven by any person who is:

1. 25 years of age or over and has held a driving license for more than 2 years, a standard \$500.00 excess applies.
2. 25 years of age or over and has held driving license for less than 2 years, a \$700.00 inexperienced driver excess applies.
3. Under 25 years of age and has held driving license for more than 2 years, a \$700.00 young driver excess applies.
4. Under 25 years of age and has held driving license for less than 2 years, a \$850.00 young and inexperienced driver excess applies.

b) **Compulsory Excess (High Value Vehicles)**

If the value of the Motor Vehicle exceeds \$75,000, then the compulsory excess which applies for loss or damage to the Motor Vehicle will be 1% of the Sum Insured or Value, subject to a minimum of \$1,000.00.

- c) Loss of use, depreciation, wear and tear, mechanical or electrical breakdown failure or breakage or any failure of any Electronic Equipment.
- d) Malicious Damage or Theft caused by You or any person residing with the Insured or any person employed by the Insured in a domestic capacity.
- e) Damage to tires by application of brakes or by punctures, cuts or bursts.
- f) Loss of value following repair.
- g) Loss of or damage to the Motor Vehicle caused directly or indirectly by deception.
- h) Loss of or damage to cellular or radio telephones transceivers CB or VHF radios or ancillary equipment.
- i) Water damage as a result of the negligent use of the Motor Vehicle.
- j) Loss or Damage to the Motor Vehicle as a result of theft or attempted theft whilst the ignition keys have been left in or on the Motor Vehicle. It would be a condition precedent to the liability of the Company under this Policy that You produce to Us the ignition keys as evidence that they were not left in or on the Motor Vehicle.
- k) Damage caused during transit by sea.

INCLUDED ADDITIONAL COVER FOR OWN DAMAGE

WINDSCREENS AND WINDOWS

We will also pay for the costs of repairing or replacing accidentally damaged windshields or windows of the Motor Vehicle for any amount up to \$800.00 per claim (provided there is no further damage to the Motor Vehicle and that no more than two payments are made per policy period) and that any payment made hereunder shall be deemed not to be a claim for the purposes of the No Claim Discount. No Excess is applicable to this subsection.

MEDICAL EXPENSES

The reasonable cost of medical expenses, up to a maximum of \$250.00, sustained by the person who was driving provided that he/she is not somebody who is not covered under this Policy because of General Exceptions 1. as the direct and immediate result of an accident to the Motor Vehicle.

KEYS AND LOCKS

In respect of theft of keys or theft or attempted theft of the Motor Vehicle, We will pay for the reasonable cost of replacing keys and locks up to a maximum of \$250.00 in respect of any one loss or in any one period of insurance.

PROTECTION, TOWING AND REMOVAL AFTER INSURED DAMAGE

If the Motor Vehicle is disabled by reason of damage insured under this Policy, We will indemnify You for the reasonable cost of protection and removal to the nearest competent repairer up to \$250.00 in respect of any one loss or any one Period of Insurance. We may require You to place the Motor Vehicle in a safe place of storage designated by Us pending its repair or disposal.

OPTIONAL ADDITIONAL COVER FOR OWN DAMAGE

These optional covers only apply if the cover shown under the Additional Cover section on your Policy Schedule.

NO CLAIM DISCOUNT PROTECTION

If this Optional Cover applies, and one claim arises during the Policy Period which does not exceed \$10,000.00, then the No Claim Discount earned at last renewal will not be reduced at the next renewal.

If there are two or claims during the Policy Period which exceed \$10,000 in combined claims payments, then the No Claim Discount earned at last renewal will be reduced according to the scale shown in No Claim Discount (NCD) – Comprehensive on page 7 below.

CLAIMS SETTLEMENT FOR OWN DAMAGE

IF WE REPAIR OR REPLACE PARTS AND ACCESSORIES

At Our own option, We may pay in cash the amount of the loss or damage or We may repair, reinstate or replace any part of the Motor Vehicle or its accessories or spare parts. Our liability is limited to the price quoted for equivalent replacement part(s) together with the reasonable costs of import (if required) and of fitting those parts.

IF THE MOTOR VEHICLE IS DEEMED NOT REPAIRABLE OR DEEMED A CONSTRUCTIVE TOTAL LOSS

If We agree that the Motor Vehicle is not repairable or a Constructive Total Loss, Our liability shall be limited to the current market value of the Motor Vehicle at the time of the loss or damage but never to exceed the Insured's estimate of value stated in the Schedule.

Settlement will be made on the basis of the current market value, less any salvage value and Excess. The ownership of the Motor Vehicle does not change after an accident and there can be no abandonment of the Motor Vehicle to Us.

We may, at Our own option, pay the total current market value without deduction for the salvage and, in so doing, We shall become entitled to possession and ownership of the damaged Motor Vehicle.

OPTIONAL REPLACEMENT OF A NEW MOTOR VEHICLE

If within twelve months of its purchase as new by You, the Motor Vehicle is lost by theft and not recovered, or damaged to an extent greater than 70% of its current new list price including taxes, We may at Our option, in lieu of making a monetary payment and subject to the consent of the Policyholder and that of any other interested party known to Us, replace the Motor Vehicle with a new vehicle of the same make, model and specification if immediately available in the Geographical Area.

In such event, We shall become entitled to possession and ownership of the lost or damaged Motor Vehicle.

PAYMENT FOLLOWING THEFT

We may, at Our option, postpone payment in respect of any claim for the total loss of the Motor Vehicle by theft until a period of thirty days has elapsed since the date of such theft.

If the Motor Vehicle is not recovered, our liability shall be limited to the current market value of the Motor Vehicle at the time of the loss or damage which includes any applicable depreciation but not exceeding the Insured's Estimate of Value shown on the Schedule.

If the Motor Vehicle is recovered after we have made payment, then We shall become entitled to possession and ownership of the Motor Vehicle.

IN-CAR ENTERTAINMENT SYSTEMS

Our liability for loss of or damage to in-car entertainment systems will be limited to the make and model originally supplied as standard equipment in the Motor Vehicle unless otherwise specified in the Schedule.

LEASE PURCHASE AGREEMENT OR MORTGAGE

If to Our knowledge, the Motor Vehicle is the subject of a lease purchase agreement or a bill of sale by way of mortgage, any payment in cash shall be made to the owner described in the lease purchase agreement or the Insured and mortgagee described in the bill of sale whose receipt shall be a full and final discharge to Insurers in respect of such loss or damage.

NO CLAIM DISCOUNT (NCD) – COMPREHENSIVE

In the event of no claim being made or arising under this Policy during a Period of Insurance specified on the Schedule immediately preceding the renewal of this Policy, a discount in accordance with the following scale may be allowed by way of a deduction from the Basic premium inclusive of any surcharges or other loadings prior to the application of any NCD.

COMPREHENSIVE ONLY	
NCD based on years	NCD Entitlement
First Claim Free Year	10%
Second Claim Free Year	20%
Third Claim Free Year	30%

Note: NCD entitlement is subject to a maximum of 30%.

If only one claim has arisen in any period of insurance, the NCD earned at the last renewal will be reduced at the next renewal as follows:

NCD REDUCTION	
NCD at last renewal	New NCD at next renewal
30%	0 - 10% (Discretionary)
20%	0%

If two or more claims have arisen in any Period of Insurance, the No Claims Discount will be reduced to NIL at Your next renewal.

If the Company shall consent to a transfer of interest in this Policy, No Claims Discounts accrued cannot be transferred to another person. If more than one motor vehicle is described in the Schedule, the No Claims Discount shall be applied as if a separate Policy had been issued in respect of each such motor vehicle.

SECTION 2: LIABILITY TO THIRD PARTIES

We will indemnify:

- (a) You whilst driving the Insured vehicle.
- (b) Any person entitled to drive as defined by the Certificate of Motor Insurance who is driving the Motor Vehicle with your permission.

- (c) The legal personal representative of any deceased person covered under this Section in respect of liability incurred by such person.
- (d) Any passenger whilst in the Motor Vehicle or getting into or out of it.
- (e) You whilst driving a motor vehicle not belonging to or hired (under a lease purchase agreement or otherwise) by You or Your employer provided You are entitled by the current Certificate of Motor Insurance to drive such motor vehicle but excluding:
 - a. Any policy in the name of a company.
 - b. Any policy in joint names.
 - c. Any policy where the occupation of the policyholder is connected with the motor trade.

against legal liability for:

(f) Third Party Liability

Death of or bodily injury to any person up to a limit of \$2,500,000 in respect of any one claim by any one person or \$30,000,000 in respect of all claims arising out of one original cause or event but excluding death or Bodily Injury to a passenger who is being lawfully carried by reason of or in pursuance of a contract of employment.

(g) Passenger Liability

Death of or bodily injury to any one passenger (other than the driver) whilst such passenger is being carried in or upon entering or getting into or alighting from the Motor Vehicle up to a limit of \$125,000 per passenger and \$500,000 arising out of any one event or occurrence.

Excluded is death or bodily injury to any person not being conveyed in a properly constructed and secured seat and for any passenger who is being lawfully carried by reason of or in pursuance of a contract of employment.

(h) Third Party Property Damage

- (i) Damage to property arising from an accident involving the Motor Vehicle up to a limit of \$250,000 arising out of any one event or occurrence but excluding damage to the Motor Vehicle or any other property belonging to or held in trust by or in the custody or control of You or any person claiming to be indemnified, or a member of the same household as any person claiming to be indemnified under **Section 2**.
- (ii) Damage to the luggage or personal property of any one passenger carried for hire or reward up to a limit of \$800.00.

EXCEPTIONS APPLICABLE TO SECTION 2

Insurers shall not be liable:

1. under Section 2 (b) and (c) to indemnify any person unless:
 - a. such person shall observe and fulfill and be subject to the terms of this Policy in so far as they can apply and
 - b. if such person is entitled to indemnity under any other policy.
2. indemnity to anyone entitled to indemnity under any other policy.
3. in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by

the person claiming to be indemnified under this Section, except so far as is necessary to meet the requirements of the Legislation.

4. in respect of death or bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom.
5. in respect of damage to aircraft or, except as may be required by the Laws of the Commonwealth of The Bahamas, bodily injury to persons in boarding or alighting therefrom, caused by any Motor Vehicle.
6. in respect of damage to any disabled mechanically propelled vehicle attached to any Motor Vehicle in respect of which indemnity is provided by this Policy.
7. in respect of damage by vibration or by weight of the Motor Vehicle or of the load carried by the Motor Vehicle to any bridge, weighbridge, viaduct, road or anything beneath.

General Condition applicable to Section 2

In the event of an accident involving indemnity under this section to more than one person, the limit of liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Policyholder.

No Claim Discount - Third Party

In the event of no claim being made or arising under this Policy during a Period of Insurance specified on the Schedule immediately preceding the renewal of this Policy the gross premium shall be reduced as follows:

THIRD PARTY ONLY	
NCD based on years	NCD Entitlement
First Claim Free Year	10%
Third Claim Free Year	20%

If a claim has arisen in any period of insurance the NCD earned at the last renewal will be reduced to NIL at Your next renewal.

The Insured's entitlement to NCD cannot be transferred to any other individual or party. If the Company shall consent to a transfer of interest in this Policy No Claim Discounts accrued cannot be transferred to another person.

If more than one motor vehicle 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 vehicle.

Costs and Expenses

In the event of an accident which may be the subject of indemnity under this section We will pay at Our discretion:

- a) The attorney's fees for representation at any Coroner's inquest or fatal accident enquiry in respect of any death
- b) The attorney's fees for defending any proceedings in any Court of Summary Jurisdiction.

- c) The costs of legal services for Defense in the event of proceedings being taken for manslaughter or causing death by reckless driving.
- d) Claimants costs and expenses
- e) All other costs and expenses incurred with Our written consent.

SECTION 3: MOTOR VEHICLE IN CUSTODY OF MOTOR TRADER

Notwithstanding General Exceptions 1 (a), (b) and (c), the indemnity provided by this Policy shall be operative but only so far as it relates to the Insured whilst the Motor Vehicle is in the custody or control of a duly licensed member of the Motor Trade for the purpose of overhaul, upkeep or repair.

GENERAL EXCEPTIONS WHICH APPLY TO THE WHOLE POLICY

We will not be liable in respect of:

1. any claim arising while any Motor Vehicle in connection with which indemnity is or would otherwise be provided under this Policy is being:
 - (a) driven, used or in the possession of a person other than You or who is not an Authorized Driver entitled to drive as stated in the effective Certificate of Insurance.

- (b) driven, used or in the possession of a person who does not hold a current license to drive the Motor Vehicle unless such person has held and is not disqualified from holding or obtaining such a license.
 - (c) driven by any person driving or using the motor vehicle in contravention of any law or any person other than a person named in the Certificate of Insurance.
 - (d) driven by the Insured or an Authorized Driver who is under the influence of intoxicating liquor or drugs.
 - (e) loss or damage, death or bodily injury when the Motor Vehicle is used Airside.
2. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

3. **Nuclear, Radioactivity**

- (a) loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or
- (b) any legal liability of whatsoever nature directly, or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. **War**

any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, except so far as is necessary to meet the requirements of the Legislation.

5. **Riot, Strike**

any accident injury loss or damage (except so far as is necessary to meet the requirements of the Legislation) arising during or in consequence of strike, riot, civil commotion, detention, seizure, confiscation, or any attempt thereat.

6. **Terrorism**

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 notwithstanding any provision to the contrary within this insurance or any endorsement thereto. Any 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 is also excluded.

For the purpose 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, 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), which from its nature or context is done for or in connection with 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.

7. contamination or pollution by any Motor Vehicle unless caused by a sudden and unexpected incident except so far as is necessary to meet the requirements of the Legislation.
8. used for any purpose not permitted by the Certificate of Motor Insurance.
9. death or bodily injury to persons being carried in the truck bed (non-enclosed section) unless such passengers are properly seated in professionally- (or Manufacturers) made seating designed and forming part of the vehicle and installed for such purposes.
10. loss or damage caused by intentional or intended actions.
11. losses arising, directly or indirectly, out of
 - (i) loss of, alternation of, damage to
or
 - (ii) a reduction in the functionality, availability or
operation of
any Electronic Equipment.

GENERAL CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1. Accidents

- (a) Details of any accident, loss or damage and all subsequent developments must be reported to us within five days of the occurrence of the accident loss or damage.

- (b) Notice of any prosecution, inquest, fatal enquiry and any writ, summons or process must be forwarded to Us immediately upon receipt.

You can report in a variety of ways, for example, notifying your agent or broker or notifying Us directly at the contact information below:

THE MANAGER

NAGICO Insurance (Bahamas) Ltd.
The NAGICO Building
Mackey Street and Ivanhoe Road
Nassau, The Bahamas

Tel: 242 677 8880 or 242 829 9988 (WhatsApp)

Email: info.bahamas@nagico.com

- (c) In case of theft or any other criminal act which may give rise to a claim under the Policy the Policyholder must give immediate notice to the Police and co-operate with Us in securing the conviction of the offender.

2. Claims Procedure

- (a) Except with Our written consent, no person shall make any offer, promise or payment on behalf of You or Us or anyone claiming indemnity under the policy.
- (b) We shall have full discretion in conducting Your defense or settlement of any claim and in prosecuting in Your name any claim for indemnity or damages.
- (c) You shall give such information and assistance as We may require.

3. Cancellation

You may cancel this Policy at any time. If you cancel the policy, you may be entitled to a refund of premium based on Our short-rate calculation, provided that no claim has been made during the current Period of Insurance. If a claim has been made and paid during the current Period of Insurance, no refund is due.

We may cancel this Policy by giving you thirty (30) days' notice at your last known address. If we cancel the Policy, we will refund the premium paid on a pro-rata basis for the remainder of the current Period of Insurance.

The surrender of the current Certificate of Motor Insurance to Us shall be a condition precedent to any return of the premium.

4. Other Insurances

If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage compensation costs or expenses.

5. Care of the Motor Vehicle

You and any other person having charge of the Motor Vehicle shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and maintain it in an efficient and roadworthy condition. We shall have at all times free and full access to examine the Motor Vehicle.

6. Policyholder's Duty

It is a condition precedent that Our liability will be conditional on:

- (a) Your compliance (and that of any other person entitled to indemnity) with the obligations imposed on You by this Policy.
- (b) Your immediate notification to Us of any alteration in the risk which materially affects this Insurance.

7. Jurisdiction

No compensation for damages will be payable unless judgments are delivered by or obtained from a court of competent jurisdiction within the Geographical Area, nor for judgments or orders obtained within the Geographical Area for the enforcement of a judgment obtained elsewhere.

No compensation for costs and expenses of litigation recovered by any Claimant from the Insured shall be payable by the Company which are not incurred in and recoverable within the Geographical Area.

8. Laws Relating to Compulsory Insurance

If We are obliged by the law of any country to make a payment for which We would not otherwise be liable under the Policy we reserve the right to recover that amount from You.

9. Payment of the Indemnity

We may at any time pay the amount of the indemnity claimed within the limitations and conditions of this Policy

upon deduction of any sum or sums already paid or less any amount for which any claim or claims arising out of one occurrence can be settled, and then relinquish the conduct and control thereof and be under no further liability in respect thereof.

10. Arbitration

Any dispute or difference arising out of or in connection with this Policy shall be subject to arbitration by a single Arbitrator to be agreed between the parties. If the parties are unable to agree upon the Arbitrator within 14 days of a party proposing arbitration to the other party, one Arbitrator shall be appointed by each party, and such Arbitrators shall, before entering upon the reference, elect an Umpire to decide between them in the event of disagreement. Such Arbitrators shall have the power to obtain an expert opinion as they think fit, on any matter or question to be determined and, subject to the foregoing, the provisions of the legislation of the jurisdiction regarding arbitration shall apply. The parties to such arbitration shall pay the Arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the Umpire.

The award made by the Arbitrators or the Umpire shall be final and binding on the parties and the persons claiming under them respectively.

IF YOU HAVE AN ACCIDENT

1. Call the police and wait for them to arrive.
2. Take pictures and videos of the accident scene.
3. Get the names and phone numbers of all parties involved.
4. Do **NOT** admit liability or agree to make a settlement before discussing with us.
5. **REPORT THE ACCIDENT TO US IMMEDIATELY.
YOUR POLICY REQUIRES NOTICE WITHIN 5 DAYS.**
 - a. You do **NOT** have to wait for the police report before reporting the accident.
 - b. You must report the accident whether you are at fault or not and whether you intend to make a claim or not.
 - c. You can report by:
 - Telephone: 242 677 8880
 - Mobile and WhatsApp: 242 829 9988
 - Visiting our office:
THE NAGICO BUILDING
Mackey Street and Ivanhoe Road
Nassau, The Bahamas
6. Come into NAGICO and fill out a claim report form.
7. Secure your car and protect it from further loss or damage.
8. If you intend to claim, obtain at least two **detailed** quotations from reputable repair shops.