

Motor Insurance

Policy Book

MotorGuard





HNB GENERAL INSURANCE LIMITED (PB 5167)

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Dear Policyholder,

Whilst thanking you for selecting HNB General Insurance to be your Motor Insurance solutions provider, we are pleased to provide you the following documents pertaining to your Motor Insurance Policy.

- MotorGuard Policy containing Terms and Conditions
- The Certificate of Motor Insurance
- The Schedule (which shows the Policy details applying to the Insurance).

The basis of the contract was formed, when a duly filled proposal form submitted by you, together with the required documents were accepted by the Company. It is implied that this contract has been entered into with utmost good faith.

Please note that HNB General Insurance Limited treat this Policy null and void in the event of fraud or misinterpretation of information by the Policyholder.

In order you to be well aware of the terms and conditions of the Policy which you obtained, we kindly urge you to read the terms and conditions set out in the policy book.

If you have any clarifications in this regard or require any amendments/revision to the Policy, please contact our Customer Service Center on 0114 677 066 or visit the nearest HNB General Insurance branch for further assistance.

Thank You.

Yours Sincerely,

Sithumina Jayasundara
Chief Operating Officer
HNB General Insurance Limited

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MOTOR VEHICLE INSURANCE POLICY

Whereas the insured described in the Schedule hereto (hereinafter called 'the Insured') by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to HNB General Insurance limited (hereinafter called 'the Company') for the insurance hereinafter contained and has paid or agreed to pay the premium stated in the said Schedule as consideration for such insurance.

Now this Policy Witnesseth that in respect of accident loss or damage occurring during the "cover period" stated in the said Schedule or during any period for which the Company may accept payment for the renewal of this Policy, subject to the terms exceptions and conditions contained herein or endorsed or otherwise expressed hereon,

Section 01

DAMAGE TO OR LOSS OF VEHICLE

1. The Company will indemnify the insured against loss of or damage to any Motor Vehicle Insured estimated value or market value whichever is less at the time of accident described
 - a. By accidental external means
 - b. By fire, external explosion, self-ignition lightning or burglary, house breaking or theft
 - c. By malicious act
 - d. Whilst in transit by road, rail, inland waterway, lift or elevator.

But excluding:-

 - I. Damage to tyres, tubes, engine parts and rubber items unless such vehicle sustains other damage at the same time in which event the liability of the Company in respect of damage to tyres, tubes, engine parts & rubber items shall not exceed 50 per centum of the cost of replacement.
 - II. Except in the case of Private Car, loss of or damage to accessories, spare parts or integral parts by burglary house-breaking or theft unless such Vehicle is stolen at the same time.
 - III. Loss of or damage to Windscreen (s) windows on vehicles registered as Buses, Omnibuses and Motor Coaches in excess of 5 per centum of:
 - a. The Insured's estimate of value (including accessories and spare-parts) of such motor vehicle.
 - b. The value of such motor vehicle (including accessories and spare-parts).
Whichever is the less
 - IV. Loss of or damage to lamps, tyres, mudguards, buffers, buffer aprons, buffer brackets and/of paint work on all vehicles insured for hiring purposes.
2. The Company shall not be liable to make any payment in respect of consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages, including that of any microchip, embedded chips, integrated circuit or similar device failing to correctly recognize any date true calendar date nor by overloading or strain, or by the nature of the load.
3. The insured in respect of each and every event shall be responsible for the sum specified below (or any less expenditure which may be incurred) of any expenditure hereunder. If the expenditure incurred by the Company shall include the amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the Company forthwith. For the purposes of this sub-section the expression events shall mean an event or series of events arising out of one cause in connection with any one vehicle in respect of which indemnity is provided under this Section:-

- i. Private Cars - Nil
 - ii. Motor Cycles - First Rs. 2,000/-
 - iii. All Hiring Vehicles - First Rs. 1,000/-
 - iv. All rental Vehicles - First Rs. 5,000/-
 - v. Compulsory excess on age of vehicle
 - a. 10 to 15 years old - Rs.1,000/-
 - b. 16 to 20 years old - Rs.1,500/-
 - c. 21 to 25 years old - Rs.2,000/-
 - d. 26 years and above - HNBTGI decision based on vehicle condition.
4. In the event of such Motor Vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairers approved by the Company and redelivery to the Insured, but not exceeding in all Rs. 2,500/- or in the case of Motor Cycle Rs. 500/- or any other such sum mentioned in the Schedule of the Policy, in respect of any one accident.
- 5.
- a. In the event of such Motor Vehicle sustaining damage for which the Company may be liable under this Policy immediate notice shall be given to the Company and no work shall be commenced nor shall any part of such Motor Vehicle be dismantled nor shall the insured accept estimate of the cost of any repair to such Motor Vehicle without the prior approval in writing of the Company.
 - b. For the purpose of this Clause, due identification shall mean identification of the damaged vehicle by providing the registration number and/or the chassis number.

NO CLAIM BONUS

6. In the event of no claim being made or arising under this Policy during a period of insurance specified below immediately preceding the renewal of this Policy the renewal premium for such part of the insurance as is renewed shall be reduced as follows:

	Applicable to Motor Cycles	Applicable to all Other Vehicles
1st Renewal	15%	20%
2nd Renewal	20%	30%
3rd Renewal	25%	40%
4th Renewal	30%	50%
5th Renewal	35%	60%
6th Renewal	35%	75%

NCB Reinstatement will be subject to underwriting decision. However, this benefit would be reinstated as below

- In the event of an accidental claim the earned NCB will remain as it is Subject to the claim is 50% below of the paid premium
- In the event of Two (02) accidents and if the claims are intimated the earned NCB will be step backed by One (01) year at the next renewal.
- In the event of Three (03) or more accidents and if they are intimated the earned NCB will be step backed by Two (02) years at the next renewal. Should the Company consent to a transfer of interest in this Policy the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee.

If more than one Motor Vehicle is described in the Schedule(s) of this Policy the NCB shall be applied as if separate Policy had been issued in respect of each such Motor Vehicle.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any Clause herein shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Traffic Act No. 14 of 1951 Sections 102 and 105.

But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

APPLICATION OF LIMITS OF INDEMNITY (APPLICABLE TO ALL VEHICLES OTHER THAN PRIVATE CARS AND MOTOR CYCLES)

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or of any Clause hereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

SPECIMEN

(A) Applicable to Private Cars only

1. Subject to the limits of liability stated in this Policy hereto the Company will indemnify the Insured in the event of accident caused by or through or in connection with any Motor Car described in the said Schedule(s) against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:
 - a. Death of or bodily injury to any person except where such death or injury arises out of and in the course of the employment of such person by the insured and excluding liability to any person being a member of the insured's household who is a passenger in such Motor Car.
 - b. Damage to property other than property belonging to the insured or held in trust by or in the custody or control of the Insured or any member of the Insured's household.
2. The Company will pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the limitations of the indemnity which is granted by this clause to the insured the Company will indemnify any person who is driving such Motor Car provided that such person:
 - a. Is not entitled to indemnity under any other Policy.
 - b. Shall as though, he was the insured observe fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply
4. In terms of and subject to the limitation of the indemnity which is granted by this Clause in connection with any Motor Car described in the Schedule(s) hereto the Company will indemnify the insured whilst personally driving a Private Motor Car (but not a Motor Cycle) not belonging to him and not hired to him under a hire purchase agreement.(This will not apply to vehicles insured by institutions)
5. In the event of the death of any person entitled to indemnity under this Clause the Company will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of this Clause provided that such personal representatives shall as though they were the insured observe, fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.
6. The Company may at its own option arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Clause and may undertake the defense of proceedings in any Magistrate's Court or Court of First Instance in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

LIMITS OF LIABILITY**PRIVATE CARS**

Limit of the Company's liability under Section 2(A)

1. (a) - Unlimited

Limit of the Company's liability under Section 2(A)

1. (b) - Maximum limit of liability is Rupees fifteen million

In respect of anyone claim or series of claims arising out of one event

(B) Applicable to Motor Cycles only

1. Subject to the limits of liability stated in this Policy the Company will indemnify the insured in the event of accident caused by or through or in connection with any Motor Cycle described in the Schedule(s) against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of:
 - a. Death of or bodily injury to any person except where such death or injury arises out of and in the course of the employment of such person by the Insured and excluding liability to any person being conveyed in or on such Motor Cycle unless such person is being conveyed by reason of or in pursuance of a contract of employment.
 - b. Damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or any member of the Insured's household or being conveyed by such Motor Cycle.

Provided always that the Company shall not be liable in respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such Motor cycle for loading thereon or the taking away of the load from such Motor Cycle after Unloading.

2. The Company will pay all costs and expenses incurred with its written consent.
3. In terms of and subject to the limitation of the indemnity which is granted by this Section in connection with any Motor Cycle described in the Schedule(s) hereto the Company will indemnify the insured whilst personally driving a private Motor Cycle not belonging to him and not hired to him under a hire purchase agreement.
4. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the insured observe fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.
5. The Company may at its own option arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Section and may undertake the defense of proceedings in any Magistrate's Court or Court of First Instance in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

LIMITS OF LIABILITY

MOTOR CYCLES

Limit of the Company's liability under Section 2(B)

1. (a) - Unlimited

Limit of the Company's liability under Section 2 (B)

1. (b) - Rs. 15,000/-

In respect of any one claim or series of claims arising out of one event

(C) Applicable to all Vehicles other than Private Cars and Motor Cycles.

1. Subject to the limits of liability stated in this Policy hereto the Company will indemnify the insured against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of:
 - a. Death of or bodily injury to any person caused by or arising out of the use of any vehicle described in the Schedule(s) hereto (including the loading and/or unloading of such vehicle).
 - b. Damage to property caused by the use of any vehicle described in the Schedule(s) hereto (Including the loading and/or unloading of such vehicle)

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

- I. Death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicle for loading thereon or the taking away of the load from such vehicle after unloading therefrom;
 - II. Death of or bodily injury to any person in the employment of the insured arising out of and in the course of such employment;
 - III. Death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or getting on to or alighting from such vehicle at the time of the occurrence of the event out of which any claim arises;
 - IV. Damage to property belonging to, or held in trust by or in the custody or control of the insured or a member of the insured's household or being conveyed by such vehicle;
 - V. Damage to any bridge and/or weigh-bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of such vehicle and/or load carried by such vehicle;
 - VI. Damage to property caused by sparks or ashes from such vehicle or caused by or arising out of the explosion of the boiler of such vehicle;
 - VII. Death of or bodily injury caused by or arising out of the explosion of the boiler of such vehicle unless such death or injury is caused by, or arises out of the use of such vehicle on a highway as defined in the Schedule hereto.
2. The Company will pay all costs and expenses incurred with its written consent.
 3. In terms of and subject to the limitation of the indemnity which is granted by this Section to the Insured the Company will indemnify any person who is driving such vehicle provided that such person:
 - a. Is not entitled to indemnity under any other Policy,
 - b. Shall as though, he was the insured observe fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.
 4. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the insured observe fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

5. The Company may at its own option arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Section and may undertake the defense of proceedings in any Magistrate's Court of First Instance in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

LIMITS OF LIABILITY

ALL VEHICLES OTHER THAN PRIVATE CARS AND MOTOR CYCLES

Limit of the Company's liability under Section 2(C)

1. (a) - Unlimited

Limit of the Company's liability under Section 2(C)

1. (b) - Rs. 15,000/-

In respect of any one claim or series of claims arising out of one event.

Section 03

MEDICAL EXPENSES (APPLICABLE TO PRIVATE CARS ONLY)

The Company will pay to the insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the insured or any occupant of any Motor Car described in the said Schedule(s) other than a paid driver and/or attendant and/or cleaner as the direct and immediate result of an accident to such Motor Car provided that the total liability of the Company under this Clause shall be limited to Rs.1,500/- in respect of any one accident.

The Company shall not be liable under this Policy in respect of:-

1. Any accident loss, damage and/or liability caused, sustained or incurred outside the land limits of Sri Lanka.
2. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. Any accident, loss, damage and/or liability caused sustained or incurred whilst any Motor Vehicle in respect of or in connection with which insurance granted under this Policy is :
 - a. Being used for any purpose not permitted by the current Certificate of Motor insurance.
 - b. Being driven by or is for the purpose of being driven by a driver in the charge of any person not authorized by the current Certificate of Motor Insurance.
 - c. Used whilst in an un-roadworthy condition
4. Any accident loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with:
 - a. War, invasion, act of foreign enemies, hostilities, or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power.
 - b. Strike riot civil commotion
 - c. Detention seizure confiscation or any attempt threat
 - d. Flood, typhoon, hurricane, cyclone, tornado, volcanic eruption, earthquake or other convulsion of nature or by any direct consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage or liability 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.
5. Any loss or damage caused directly or indirectly or arising as result of the insured vehicle being driven by any person after having consumed or used any intoxicating liquor or drugs.
6.
 - a. Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - b. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by 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.
7. Any loss or damage caused to the vehicle due to overturning without an external impact / accident.
8. Any loss or damage caused to the vehicle, of which the steering mechanism has been altered, changed or modified.
9. Any claim arising out of any contractual liability.
10. Loss or damage to construction vehicles within the respective work site premises.
11. Any loss or damage caused to the vehicle due to over loading or strain or by the nature of the load as per the rules and regulation enumerated in Motor Traffic Act.

1. The Policy, the Schedule and the Current Certificate of Motor Insurance shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part thereof shall bear such specific meaning wherever it may appear.
2. Notice shall be given in writing to the issuing office of the Company immediately upon the occurrence of any accident or loss or damage and in the event of any claim. Every letter, claim write, summons and/or process shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution in respect of any occurrence which may give rise to a claim under this policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.
3.
 - a. No admission offer, promise, payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
 - b. At any time after the happening of any event giving rise to a claim or series of claims under Sub- Section 1. (b) of Section 2(B) in case of a Motor Cycle OR Sub-Section 1.(ii) of Section 2(C) in case of a Motor Vehicle not being a Private Car or a Motor Cycle, of this Policy the Company may pay to the insured the full amount of the Company's liability under that Sub-Section and relinquish the conduct of any defense settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defense, settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct. (Not applicable to Private Cars).
4. The Company may at its own option repair, reinstate or replace any Motor Vehicle described in the Schedule(s) hereto or part thereof and/or its accessories or spare parts, or may pay in cash the amount of the loss or damage, and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and in no case exceed the Insured's estimate of the value (Est. Value) of such Motor Vehicle (including accessories and spare parts) as specified in the said Schedule(s), or the value of such Motor Vehicle (including accessories and spare parts) at the time of the loss or damage whichever is less. In the event of loss or damage to the Motor Vehicle and/or its accessories necessitating the supply of a part not obtainable from stocks held in Sri Lanka 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 in Sri Lanka ; or
 - ii. if no such catalogue or price list exists the price list obtaining at the Manufacture's Works plus the reasonable cost of transport otherwise than by air to Sri Lanka and the amount of the relative import duty, and
 - b. The reasonable cost of fitting such part
5. The Insured shall take all reasonable precautions to safeguard from loss or damage and to maintain in efficient condition any Motor Vehicle described in the Schedule(s) hereto and the Company shall have at all times free and full access to examine such Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown such Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if such Motor Vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to such Motor Vehicle shall be entirely at the Insured's own risk.
 6. The Company may cancel this Policy by sending seven days' notice by registered post to the insured at his last known address and in such event will return to the Insured the premium paid less the prorate thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the insured on seven days' notice and (provided no claim has arisen during the then current period of insurance) the insured shall be entitled to a return of premium less premium at the Company's short period rates for the period the Policy has been in force.

Period of Cover	Return of Premium
1. Not exceeding 1 week	7/8 of the annual Premium
2. Not exceeding 1 month	3/4 of the annual Premium
3. Not exceeding 2 month	5/8 of the annual Premium
4. Not exceeding 3 month	1/2 of the annual Premium
5. Not exceeding 4 month	3/8 of the annual Premium
6. Not exceeding 6 month	1/4 of the annual Premium
7. Not exceeding 8 month	1/8 of the annual Premium
8. Exceeding 8 months	No refund of Premium

7.
 - a. If at the time any claim arises under this Policy there is any other existing insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss, damage, compensation costs or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under Sub Section 3(a) of Section 2(A) of a Private Car OR under Sub-Section 3(a) of Section 2(C) in case of a Motor Vehicle other than Private Car or Motor Cycle.
 - b. If at the time any claim arises under this Policy there is any other existing insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of any loss, damage, compensation, cost or expenses (applicable to Motor Cycles).

8. Dispute Resolution

If any difference shall arise under this Policy such difference shall be referred to an Arbitrator.

- i. The Arbitrator shall be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within one calendar month after having been required so to do in writing by the party. In case either party shall refuse or fail to appoint an Arbitrator within one calendar month requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator.
- ii. In case of disagreement between the Arbitrators, the difference shall be referred to the decision of the Chairman/Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company.
- iii. If the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. Insuring For The Correct Market Value And Average Clause

If the vehicle/s hereby insured shall at the time of loss or damage covered by the policy, be of greater market value than the estimated value declared by the insured thereon, then the insured shall be considered as being his own insurer for the differences and shall bear a ratable proportion of the loss or damage accordingly. Every vehicle, if more than one, shall be separately subject to this condition.

The "current market value" is not the purchase value of your vehicle. Current market value of a vehicle is the highest value for which one would dispose a similar well-maintained vehicle at the prevailing market conditions. The sum insured of a brand new / unregistered vehicle should be the invoiced value (inclusive of all taxes) of the vehicle during the first year of insurance. It is further understood and agreed that the maximum claim payable would be the market value of the vehicle even if the sum insured is more than the market value.

Important :-

In the event of a payable claim if the insured value is lesser than the prevailing market value of this vehicle or similar type of a vehicle the payment amount will be proportionately reduced and in the event of an overvaluation, the payment amount will be based on prevailing market value of this vehicle or similar type of a vehicle and not on the overvalued amount stated herein.

10. Applicable only for hybrid vehicles

The Company shall indemnify the Insured for damage to the battery and/or inverter as a result of accidental external means only, provided the vehicle described in the schedule hereto also sustains other damages at the same time. The liability of the Company in respect of the battery and /or inverter shall be limited to 10% of the insured value of the vehicle or 10% of the estimated market value of the vehicle at the time of accident/ damage or the current market value of a similar battery and/or inverter, or the cost of restoring the damaged battery and/or inverter to its pre damage condition, whichever is the less.

HYBRID AND ELECTRIC CAR WARRANTY

1. The company shall indemnify the Insured for damage to the battery and /or inverter as a result of accidental external means only, provided the vehicle also sustains other damage at the same time.
2. The liability of the company in respect of the battery and/or inverter shall be limited to 10% of the insured value of the vehicle or 10% of the estimated market value of the vehicle at the time of accident/damage or the current market value of a similar battery and/or inverter, or the cost of restoring the damaged battery and/or inverter to its pre-damage condition, whichever is the less.

11. Premium payment warranty.

- i. Notwithstanding anything herein contained but subject to clause 2 and 3 hereof, it is hereby agreed and declared that the full premium due and payable in respect of this insurance is required to be settled to the Insurer (The Company) on or before the premium due date specified in the Schedule of this Policy, Renewal Certificate, Endorsement or Cover Note (which shall be a date not exceeding 60 days from the date of inception of the Policy) and in the absence of any such premium due date.

The full settlement of the premium is required to be made or effected on or before the expiry of 60th day from the date of inception of this Policy, Renewal Certificate, Endorsement or Cover note (hereinafter referred to as the "due date").

For the purpose of this warranty the 'due date' shall be recognized from the date of inception or commencement of the coverage.

- ii. It is also declared and agreed that the settlement of the full premium on or before the due date shall operate as a condition precedent to the insurer's (The Company's) liability or an obligation to settle a claim under this Policy, Renewal Certificate, Endorsement or Cover Note.

In the event any claim arises between date of commencement of this insurance and the 'due date' for the settlement of premium, the insurer (The Company) may defer any decision on liability or postpone the settlement of any such claim until full settlement of the premium is effected on or before the "due date".

- iii. It is also declared and agreed that where the full premium payable hereunder remains outstanding as at the closure of business of the Insurer on the "due date" then the cover under this insurance and any obligations assumed or Imputed under this insurance shall stand to be cancelled, ceased and revoked immediately.

However such cancellation will not prejudice the rights of the insurer (The Company) to invoke any legal defenses or to recover the full or any part of the defaulted premium attributable to the expired period of the insurance.

12. The insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required or after his indemnification by the Company.
13. **Insurable Interest** - In the event of purchasing a vehicle, which already has a valid insurance policy under previous owner's name, the insured should protect his interest by way of purchasing a new insurance policy under his name.
14. **Compliance With Policy Conditions** - The cover granted under this policy is conditional upon insured observing and fulfilling the terms, provisions, conditions, clauses, warranties & endorsements of the policy.
15. **Maintaining The Policy Up To Date** - The insured must notify the Company of any material changes in circumstances immediately as failure to do so would affect the amount insured is able to claim or may even mean insured is unable to make a claim. If the circumstances differ significantly it could even result in insured's policy being declared void. Material changes in circumstances are any factors that differ from the information insured has already declared in the proposal form which is the basis of the contract of Insurance.
16. **Total Loss Settlement** - Where a total loss claim is settled in respect of the vehicle mentioned in the schedule attached hereto, the same vehicle cannot be insured again with the company even after the complete repairs are done.
17. **Duty of Disclosure** - If the insured fail to disclose to the company fully & faithfully, all the facts which the insured knows or ought to know, or if the insured misrepresented any facts to the company before the insurance cover commenced or at a time of claim, the company may void this policy. The due observance and fulfillment of the terms, conditions, endorsement clauses & warranties of the policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answer to the said proposal or claim forms shall be condition precedent to any liability by the company under this policy.
18. **Sanction Limitation and Exclusion** - The company shall not be liable 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 the company or (re)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.
19. **Adverse Claims** - The company has right to change terms, conditions and excesses incorporated in the within written Policy based on adverse claims experience under the policy during the period of insurance by sending seven day's notice by registered letter to the insured to his/her last known address.

- 20. Fraudulent Claims** - If the claim be in any respect fraudulent or if any false declaration be made or used in support of any claim, or if any fraudulent means or devices are used by the insured or any one or more acting on his behalf, in order to obtain any benefit under this Policy or if the loss or damage be occasioned by any willful act, or with the connivance of the insured, all benefits under this policy shall be forfeited.
- 21. Pair & Set Claims** - Where any covered item consists of articles in a pair or set this Policy is not to pay more than value of any particular part of parts which may be lost or damaged, without reference to any special value which such articles or article may have as part of such pair or set; not more than a proportionate part of the covered values of the pair or set.
- 22. Order of Deduction** - In order to calculate the claim payable will be subjected to the deductions as appropriate.
- Owner's account deduction (Refer the section "9")
 - Average (Refer the Condition Number "9" of Section "5")
 - Bold Tyre Excess (this will be applied upon the observations and decisions of Engineers and Motor Assessors)
 - Compulsory Excess (Refer the Clause Number "20" of Section "6")
- 23. Owner's Contribution** - The motor insurance policy does not permit the installation of brand new parts on a used vehicle .In the event of a replacement of brand new parts instead of second hand parts, insured will have to bear a percentage of the cost of brand new parts in respect of parts that need replacement. The Company only liable to compensate insured up to the value of second hand parts of similar age. (As per the owner contribution chart)
- 24. Salvage** - In the event of total loss no claim shall be paid unless the vehicle is handed over and the ownership is transferred to the company by the insured at his own cost (Transportation of Salvages / Transfer fee / Duties / Taxes / Any penalties / etc.) and until the vehicle is registered under the name of the company.
- 25. Closure of Claim File** - If the insured fails to submit the requirements to settle the claim or fails to respond to the company in writing within 60 days from the last reminder sent by the company to the insured by post at his/her last known address, the company shall "close the Claim File" which shall mean the claim shall not be entertained further.
- 26. Trade Plate Vehicles**
Within the meaning of this policy shall be the identification plate bearing Dealer's license number assigned to a Dealer's certificate in terms of the Motor Traffic Act No.14 of 1951 as amended.

USAGE

The use of the vehicle bearing Trade Plate having the Dealer's license number appearing in the Schedule hereto shall be limited to the following, where insured being a holder of a Dealer's license issued by the Department of Motor Traffic and authorized therein to use of a motor vehicle which belongs to the Insured or is entrusted to the Insured for sale or repair, and is being tested or being used for the purpose of effecting a sale :

- a. Imported vehicles to be driven on its own power from the Port of discharge to the registered office and/or business premises of the Insured given in the Dealer's license.
- b. Where the imported vehicle requires a repair or fixing of chassis to body or fixing of parts or for valuation of such vehicle, to be driven from port of discharge or registered office and/or business premises of Insured as given in the dealer's license to the garage or to the Institution carrying out such valuation.
- c. Where vehicle used for a test drive with the intention of purchasing same accompanied by an authorized representative of the Insured Within the territorial limits of the relevant divisional secretariat)
- d. Where a vehicle manufactured or assembled in Sri Lanka or an imported vehicle is being driven for registration of such vehicle to the Department of Motor Traffic or to the relevant divisional Secretariat by Insured or his authorized representative,
- e. Where a vehicle is locally manufactured or assembled, when it is being taken for a test drive to ascertain and examine its mechanical status (within the territorial limits of the relevant divisional secretariat.).
- f. If Insured is operating a garage where vehicles are entrusted to Insured for repair are being used for a test drive within the territorial limits of the relevant divisional secretariat where such garage is registered
- g. Where registered vehicles are being sold by Insured and such vehicle is used for a test drive with the intention of purchasing same accompanied by an authorized representative of Insured using the plate bearing Insured's dealer's license number, as set out in the schedule hereto instead of its registered number plate within the territorial limits of the Divisional Secretariat.

Provided always that:

- i. No such license shall be deemed to authorize the carriage on any motor vehicle of passengers or goods for fee or reward or authorize carriage of any person other than a person testing or inspecting the vehicle with a view to the purchase thereof or for any other purpose as specified in condition 3(a) to (g) above.
- ii. Insured shall keep a record, as per the subsection 43 (5) (a) of Motor Traffic Act. in the prescribed form MTA 27 of every occasion on which a motor vehicle is used under the authority of a dealer's license issued to the Insured and shall produce the record for inspection whenever required so to do by any representative of the Company.
- iii. Two identification plates. each bearing the Dealer's license number as set out in the schedule hereto shall be affixed to the vehicle in accordance with such of the prescribed provisions as may be applicable to a motor vehicle of that Class or description.
- iv. This cover is not granted to the benefit of the purchaser or any user of such vehicle purchased from the Insured.
- v. This Cover shall not be in force during the period whilst the vehicle is parked or moved within the Insured's premises or in a place entrusted for repair or part fixing and where vehicle remains unsold and is not used on any highway.

It is hereby understood and agreed that the following clauses are incorporated into this policy provided such clauses are mentioned in the schedule of this policy. All terms, conditions and exceptions of the policy shall apply except in so far as they are expressly varied.

CLAUSE 1**THIRD PARTY ONLY**

It is hereby understood and agreed that Section 1 (and its Exceptions) and 3 of this Policy are cancelled.

It is further understood and agreed that the printed wording of Condition 5 of the Policy is also cancelled and is replaced by the following new Condition:

"5 The Insured shall take all reasonable steps to maintain the motor Vehicle in efficient condition and the company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured."

CLAUSE 2**THIRD PARTY FIRE AND THEFT**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this Policy the Company shall not be liable thereunder except in respect of loss or damage by fire external explosion self-ignition or lightning or burglary housebreaking or theft. It is further understood and agreed that Section 3 of this policy is deemed to be cancelled.

CLAUSE 3**HIRE PURCHASE/LEASE**

It is hereby understood and agreed that the Institution stated in the Schedule(s) (hereinafter referred to as the Owners) are Owners of the vehicle described in the Schedule(s) hereto and that the said vehicle is the subject of a Hire Purchase/Lease Agreement made between the Owners of the one part and the Insured of the other part, and it is further understood and agreed that the said Owners are interested in any monies which but for this Clause would be payable to the insured under this Policy in respect of loss or damage to the said vehicle (which loss or damage is not made good by repair, reinstatement or replacement) and such monies shall be paid to the said Owners as long as they are the Owners of the vehicle and their receipt shall be full and final discharge to the Company in respect of such loss or damage.

Save as by this Clause expressly agreed nothing herein shall modify or affect the rights or liabilities of the insured or the Company respectively under or in connection with this Policy or any condition or term thereof.

CLAUSE 4**VOLUNTARY EXCESS - ALL CLAIMS**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Sections 1 and 2 of this Policy the Insured in respect of each and every event shall be responsible for the amount specified in the Schedule(s) or any less expenditure which may be incurred of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under Condition 4 of this Policy.

If the expenditure incurred by the Company shall include the amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the Company forthwith.

For the purposes of this Clause the expression 'event' shall mean an event or series of events arising out of one cause in connection with any one Motor vehicle in respect of or in connection with which indemnity is granted under this Policy.

CLAUSE 5

PERSONAL ACCIDENT BENEFITS

It is hereby understood and agreed that the Company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by any person stated in the Schedule whilst mounting into, dismounting from or travelling in any vehicle described in the Schedule(s) hereto and caused by violent accidental external and visible means independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

SCALE OF COMPENSATION

(Applicable on the Sum Insured mentioned in the Schedule of the Policy)

1.	Death	100%
2.	Total and irrecoverable loss of all sight in both eyes or total loss by physical severance, at or above the wrist or ankle of both hands or both feet or of one hand together with one foot.	100%
3.	Total loss by physical severance at or above the wrist or ankle, of one hand or one foot or the total and irrecoverable loss of all sight in one eye.	50%

Provided always that:-

- a. Compensation shall be payable under one only of items (1) to (3) above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the amount payable under items of the scale of compensation or the multiples thereof as stated in the Schedule(s).
- b. No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self-injury, suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- c. Such compensation shall be payable only with the approval of the insured and directly to the insured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person.
- d. Not more than the number of persons specified in the Certificate of Registration are in the said vehicle at the time of occurrence of such injury.
- e. Such person is not less than 16 or more than 65 years of age at the time of such injury.
- f. The Strike, Riot and Civil commotion or Terrorism granted under the Policy shall not apply to the extension of insurance by this clause unless specifically covered.

CLAUSE 6**PASSENGER RISK
(Applicable to Commercial Passenger Carrying Vehicles)**

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything to the contrary contained in Sub-Section 1(ii) (c) of Section 2(C) of this Policy but subject otherwise to the terms, exceptions and conditions of this Policy the Company will indemnify the Insured, or any other person indemnified under Section 2 of this Policy against all sums including claimants costs and expenses, which he shall become legally liable to pay in respect of death of or bodily injury to any passenger being carried in or upon or entering or getting on to or alighting from any vehicle described in the Schedule(s) thereto but such indemnity is limited to the sum specified in the Schedule(s) in respect of any one such passenger.

Provided always that in the event of an accident occurring whilst such vehicle is carrying more than the number of seats specified in the Schedule(s) (in addition to the conductor/attendant if any, and the driver) the insured shall repay to the Company a ratable proportion of the total amount payable by the Company by reason of this Clause in respect of such accident in connection with such vehicle.

CLAUSE 7**WORKMEN'S COMPENSATION INSURANCE**

The Company undertakes to pay compensation in the terms of the Workmen's Compensation Ordinance, 1934, and subsequent amendments of the said Ordinance passed prior to the date of issue of this Clause in respect of personal injury to any paid driver and/or attendant/cleaner and or laborer(s) of any motor vehicle describe in the Schedule(s) hereto while engaged in the service of the insured and will in addition be responsible for all costs and expenses incurred with its written consent.

The insured shall certify at the expiry of each period of insurance the maximum number of drivers, (and/ or attendants/ cleaners and or laborers) employed at any one time during such period in connection with the vehicle(s) described in the Schedule of this Policy and the premium shall be adjusted accordingly,

Provided always that:-

- i. This Clause does not indemnify the Insured in respect of liability directly or indirectly, proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power.
- ii. This Clause does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any Insurer or group of Underwriters, a Policy of insurance in respect of liability as herein defined for his general employees.
- iii. The Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
- iv. The insured shall keep a record of the name of each driver/attendant/ cleaner or laborer employed and amount of wages, salary and other earnings paid to such employees and shall at all times allow the Company to inspect such record.
- v. The premium paid in respect of this Clause shall not be subject of the rebate provided under the "No-Claim" Rebate Clause of this policy. Any payment made by reason of this Clause shall not be deemed to be a claim under the Policy for the purpose of the said "No Claim" Rebate clause.

- vi. In the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Clause will be allowed.
- vii. Laborers being conveyed on the insured vehicle for the purpose of loading or unloading shall not be considered as attendants for the purposes of this Clause.
- viii. Such compensation shall only be payable where the employee or his dependents as the case may be agree to accept it in full satisfaction and discharge of claims against the insured. Failing such agreement, the Company will indemnify the insured against his legal liability at Common Law and will in addition be responsible for all costs and expenses incurred with its written consent. (Applicable to Private Cars only.)

CLAUSE 8

TOWING CHARGES

It is hereby understood and agreed that the maximum amount payable in respect of item 4 of Section 1 of the Policy is increased to the amount stated in the Schedule subject to the terms, exceptions and conditions of this policy.

CLAUSE 9

BREAKAGE OF GLASS IN WINDSCREEN/WINDOWS

In consideration of insured having paid an additional premium, it is hereby agreed that if any glass in the windscreen or windows of the insured vehicle shall be broken not involving other damage to body work, the Company will pay the cost of reinstatement of such windscreen/ windows and scratched body work irrespective of cause of breakage up to but not exceeding the sum so stated in the Schedule of the Policy for any one occurrence. Further such payment will be made without prejudice to any No Claim Bonus otherwise due and irrespective of any "Excess" operative under the Policy. Subject otherwise to the terms, exceptions and conditions of this Policy

CLAUSE 10

THIRD PARTY PROPERTY DAMAGE

It is hereby understood and agreed, subject otherwise to the terms, exceptions and conditions of this policy the Company will indemnify the Insured against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of damage to property caused by the use of any vehicle described in the Schedule (s) thereto but such indemnity is limited to the sum stated in the Schedule(s) in respect of any one accident.

CLAUSE 11

LEARNER DRIVER/RIDER

It is hereby declared and agreed that, notwithstanding to the contrary the within written Policy is extended to be operative whilst the person(s) described in the Schedule(s) learns to drive the vehicle, described in the Schedule(s) provided that the Insured shall have conformed to the requirements of the Motor Traffic Act, with regard to Learner Driver/Riders.

In consideration of this extension, the insured shall be responsible for the first Rs. 2,500/- or (any less expenditure which may be incurred) of any expenditure for which Provision is made under Sections 1 and 2 of this Policy (including any payments in respect of costs and expenses) and of expenditure by the Company in the exercise of its discretion under Condition 2 of this policy, in respect of each and every event whilst the person(s) described in the Schedule(s) is learning to drive.

If the expenditure incurred by the Company shall include the amount for which the insured is responsible hereunder, such amount shall be repaid by the insured to the Company forthwith.

For the purpose of this Clause the expression 'event' shall mean an event or series of events arising out of one cause in connection with any one vehicle in respect of which indemnity is granted under this Policy.

The amount for which the insured is responsible under this Clause shall be considered in addition to any excess Clauses already in the Policy.

CLAUSE 12

INCLUSION OF EXCLUDED ITEMS

It is hereby declared and agreed that the Company will indemnify the insured in respect of damage to lamps, tyres, mudguards, buffers, buffer brackets, buffer aprons and/or paint-work subject to an excess of Rs. 1,000/ each and every loss.

CLAUSE 13

OMNI BUSES WITH ROUTE PERMITS

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 2(C) of this Policy but subject otherwise to the terms, exceptions and conditions of this policy, the Company will indemnify the insured or any other person indemnified under Section 2 of this Policy against all sums including claimants costs and expenses which he shall become legally liable to pay in respect of damage to property and death of or bodily injury to any passenger being carried in or upon or entering or getting on to or alighting from any vehicle described in the Schedule thereto.

Provided always that in the event of an accident occurring whilst such vehicle is carrying more than the seating capacity stated in the Certificate of Registration (in addition to the Conductor/Attendant if any and the Driver) the Insured shall repay to the Company by reason of this Clause in respect of such accident in connection with such vehicle.

In consideration of this extension the Insured shall bear a compulsory excess of Rs. 500/- on each and every claim irrespective of any other excess under Section 1 of the Policy.

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that insurance granted by this policy is subject to the following:

1. The Insured should submit to the Insurer a Certificate of competence in respect of each driver obtained from the Automobile Association of Ceylon to the effect that such driver is fit to drive the class of vehicles insured hereunder and the insured should confirm that the driving experience on this class of vehicle is over three years.
2. The maximum age of such driver should not exceed 65 years and any such vehicle driven by a driver below 30 years of age is subject to a compulsory excess of Rs. 1,000/- irrespective of any other excess under the policy.
3. The insured should obtain a comprehensive inspection report from the local Agents or the A.A.C. to confirm the fitness, roadworthiness and the general condition of the vehicle, if it is second hand or reconditioned.

CLAUSE 14**HIRE VEHICLES - HIRER DRIVING - RENT VEHICLES**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy unless the vehicle described in this Schedule(s) hereto is being driven by or is for the purpose of being driven by him in the charge of the Insured or a person under his employment the Policy shall be operative only while such vehicle is let on hire by the insured to any person (hereinafter called the "Hirer") who:-

1. shall have entered into a Hire Contract with the Insured and who prior to such hiring shall have satisfactorily completed and signed a Declaration Form (a Specimen of which is attached to this Policy).
2. Shall have satisfied the Insured
 - a. That such vehicle will be driven only by a person duly licensed to drive whose license has not been endorsed.
 - b. That such person has not been refused Motor Insurance or had his Insurance Policy cancelled or had special conditions imposed or and increased premium asked for by reason of claims experience.

While such vehicle is let on hire to the Hirer the Company shall not be liable

- i. For any loss damage or liability due to or arising from theft or conversion by the hirer.
- ii. If such vehicle is used by the Hirer for the carriage of passengers and/or goods for hire or reward.
- iii. If such vehicle is re-rented.

It is further understood and agreed that it is a condition precedent to any liability under this Policy that the Insured shall have forwarded to the Company the Declaration Form referred to above completed by the Hirer immediately after receipt thereof which form as well as the proposal and Declaration referred to this Policy shall be the basis of the contract expressed in this Clause so far as it relates to the indemnity which is operative while such vehicle is let on hire to Hirer.

Further the following compulsory excess will apply

Motor Cycles	Rs. - 2,000/-
All other vehicles	Rs. - 5,000/-

CLAUSE 15**DRIVING TUITION**

It is hereby declared and agreed that notwithstanding anything to the contrary contained herein the within written policy is extended to be operative whilst the Insured or his authorized representative uses the vehicle described in the Schedule hereto for driving tuition subject to the requirements of Motor Traffic Act No. 14 of 1951 in regard to the learners. In consideration of this extension the Insured shall bear the first Rs. 2,500/- on each and every claim irrespective of any other excess under the policy.

CLAUSE 16**FLOOD**

It is hereby declared and agreed that in consideration of an additional premium, any accident, loss, damage and/or liability directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with Flood is covered under this policy.

For the purpose of this clause "Flood" shall mean the escape of water from normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake or reservoir or canal or dam.

CLAUSE 17**DUTY FREE VEHICLES**

It is hereby declared and agreed that the Estimated Value which includes accessories and spare parts appearing in the Schedule(s) off the within written Policy as declared by the insured, excludes the local Customs Duties.

In consideration of the above it is hereby declared and agreed that in the event of a claim under Section 1 of this Policy necessitating the replacement of parts, the liability of the company for such parts shall exclude the local customs duty of such parts.

CLAUSE 18**STRIKE RIOT AND CIVIL COMMOTION**

The words: Strike, Riot, and Civil Commotion" in General Exception 4 of this Policy shall not apply to any accident loss damage or liability directly caused by:

- (1) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out),
- (2) The willful act of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance,
- (3) The willful act of any striker or locked-out miner done in furtherance of strife or in resistance to a lockout,
- (4) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that the indemnity given by reason of this Clause shall not apply to any accident- loss damage or liability (except so far as is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military, or usurped power, martial law or state of siege or any other events or causes which determine the proclamation or maintenance of martial law or state of siege,
- (c) Any act of terrorism which means an act, including but not limited to the use of force or violence behalf of or in connection with any organization (s) or Government (s), committed for political religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

further any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, or resulting from any action taken in controlling, preventing, suppressing action during any engagement between Government forces and any group as defined about on land, sea, or air shall be regarded as falling within the definition of Terrorism above.

In the event of any claim hereunder the Insured shall prove that accident, loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of, the of the said occurrences or any consequence thereof and in default of such proof the Company shall not liable to make any payment in respect of such a claim,

It is further declared and agreed notwithstanding what is stated in the condition No 06 of the Policy, this insurance may at any time be terminated by the insurers on notice to that effect being given by registered post to the Insured's last known address, in which case the Insurers shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of cancellation. If the Insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part thereof.

It is further declared and agreed that this extension is subject to the following exclusions:

A. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 The radioactive toxic, explosive or other hazardous or contaminating properties of any radioactive, matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used form commercial, agricultural, medical, scientific, or other similar peaceful purposes
 - 1.5 Any chemical, biological, bio chemical, or electromagnetic weapon.

B. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of :- any computer, computer system or computer software program of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or a missile.

This extension is granted for and on behalf of the National Insurance Trust Fund and any liabilities whatsoever under this specific extension shall devolve solely upon the said Fund. If any action, suit or proceeding where it is alleged that any loss or damage is not covered by this Endorsement, the burden of proving that such loss or damage is covered shall be upon the insured.

Subject otherwise to the terms, conditions, exclusions and exceptions of the policy.

CLAUSE 19

TERRORISM

In consideration of a payment of an additional premium, it is hereby declared and agreed that notwithstanding anything contained to the contrary in the Riot & Strike and Civil Commotion endorsement/clause/extension of the within written policy, the insurance granted therein is extended to include loss or damage other than Consequential Losses of any kind directly relating to or caused by any act of terrorism which 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

Further any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, or resulting from any action taken in controlling, preventing, suppressing action during any engagement between Government forces and any group as defined about on land, sea, or air shall be regarded as falling within the definition of Terrorism above.

Provided that this insurance does not cover:

- a. consequential or indirect loss or damage of any kind or description whatsoever,
- b. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation,
- c. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

The maximum liability in respect of damage to any one insured vehicle shall not exceed sum mentioned in the schedule or as guidelines given by National Insurance Trust Fund whichever is less under this clause in respect of any one event.

Notwithstanding what is stated to the contrary in the Policy if the Terrorism extension to the Policy is being cancelled by the Insurer a pro-rata refund will be allowed to the Insured. However, no return of premium shall be granted if this cover is cancelled at the request of the Insured.

It is further declared and agreed that this extension is subject to the following exclusions:

A. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from-any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive farce or matter
 - 1.4 The radioactive toxic, explosive or other hazardous or contaminating properties of any radioactive, matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used form commercial, agricultural, medical, scientific, or other similar peaceful purposes
 - 1.5 Any chemical, biological, bio chemical, or electromagnetic weapon.

B. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of :- any computer, computer system or computer software program of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or a missile.

This extension is granted for and on behalf of the National Insurance Trust Fund and any liabilities whatsoever under this specific extension shall devolve solely upon the said Fund. If any action, suit or proceeding where it is alleged that any loss or damage is not covered by this Endorsement, the burden of proving that such loss or damage is covered shall be upon the Insured.

Subject otherwise to the terms, conditions, exclusions and exceptions of the policy.

CLAUSE 20**COMPULSORY EXCESS**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this Policy the Insured in respect of each and every event shall be responsible for the sum specified in the Schedule(s) (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under Condition 4 of this Policy.

If the expenditure incurred by the Company shall include the amount for which the insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

For the purposes of this clause the expression 'event' shall mean an event or series of events arising out of one cause in connection with any one Motor vehicle in respect of, or in connection with which indemnity is granted under this Policy.

CLAUSE 21**INSTITUTIONAL LOAN**

It is hereby understood and agreed that in consideration of monies advanced on the security of the vehicle described in the Schedule (3) hereto the institution stated in the Schedule(s) are interested in any monies which but for this clause would be payable to the Insured under this Policy in respect of loss or damage to the said vehicle (which loss or damage is not made good by repair, reinstatement or replacement) and such monies shall be paid to the said institution as long as they are interested in the said vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

CLAUSE 22**GOODS IN TRANSIT (NON-HAZARDOUS)**

It is hereby declared and agreed that the Company will, subject to the terms, exceptions and conditions of this Policy, indemnify the Insured against damage (other than damage caused directly or indirectly by fire or explosion or strike, riot, civil commotion unless specifically covered) to goods while being conveyed in or on any vehicle described in the Schedule(s) directly caused by collision or impact of such vehicle with any object or by the overturning of such vehicle but such indemnity is limited to the sum stated in the Schedule(s) in respect of any one occurrence.

Provided that if the goods being conveyed by such vehicle shall at the time of the accident be collectively of greater value than the sum insured hereby then the insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the cost of such damage accordingly.

It is further declared and agreed that the Company shall not be liable under this Clause in respect of damage to:

Clocks or Watches	Electrical Appliances or Parts
Glassware	Pictures, Prints or Drawings
Ornaments	Goods in Glass containers
Wines or Spirits	Petroleum
Jewelry	Fiber
Furniture	Cotton Waste
Livestock	Paper Waste
Scientific Instruments	Explosives
Chinaware and Earthenware	

For the purpose of this Clause the expression 'occurrence' shall mean an occurrences or series of occurrences arising out of one cause in connection with any one vehicle in respect of which indemnity is provided under this Clause.

CLAUSE 23**GOODS IN TRANSIT (HAZARDOUS)**

It is hereby declared and agreed that the Company will subject to the terms, exceptions and conditions of this Policy, indemnify the insured against damage including/excluding damage, caused directly or indirectly by fire or explosion to goods whilst being,

Conveyed in or on any vehicle described in the Schedule(s) directly caused by collision or impact of such vehicle with any object or by the overturning of such vehicle but such indemnity is limited to the sum stated in the Schedule(s) in respect of any one occurrence.

Provided that if the goods being conveyed by such vehicle shall at the time of the accident be collectively of greater value than the sum insured hereby then the Insured shall be considered as being his own Insurer for the difference and shall bear a ratable share of the cost of such damage accordingly.

For the purposes of this Clause the expression "occurrence" shall mean an occurrence or series of occurrences arising out of one cause in connection with any one vehicle in respect of which indemnity is provided under this Clause.

The cover provided under the within clause does not include any petroleum fiber, cotton, cotton waste, paper waste, explosives and damages/losses arising out of strikes, riots or civil commotion unless specifically covered.

CLAUSE 24**THEFT OF PARTS EXTENTION (PRIVATE DUAL PURPOSE VEHICLES ONLY)**

In consideration of the payment of an additional premium, it is hereby declared and agreed that the within written policy is extended to indemnify the insured for loss of or damage to accessories spare parts and/or integral parts by burglary, house breaking or theft in the event the vehicle is not stolen at the same time.

In consideration of this extension the Insured shall bear the first Rs. 2,000/- on each and every claim irrespective of any other excesses if any subject to the terms, exceptions and conditions of the policy.

CLAUSE 25**FREE AIR BAG EXTENSION**

It is hereby declared and agreed that the within written policy is extended to include cover for new airbag replacement as a result of loss/damage caused to the vehicle. The cover is granted in respect of any one occurrence per year and it is covered as below.

- 1. Brand New Vehicles** : 100% of the air bag value Up to 3 years from the year of manufacture.
- 2. Re-Condition Vehicles** : 100% of the air bag value Up to 2 years from the year of manufacture.

Important: Starting date of the manufactured year will be considered from 1st of January on each year.

CLAUSE 26**NATURAL PERILS**

It is hereby declared and agreed that the cover under this insurance policy shall be extended to indemnify Loss of or damage to property described in the schedule hereto caused by or through or in consequence of

- | | |
|----------------------|------------------------|
| (a) Tsunami | (b) Tidal Waves |
| (c) Earthquake | (d) Volcanic Eruptions |
| (e) Storms & Tempest | (f) Earth Slips |
| (g) Land Slide | (h) Hurricanes |
| (i) Tornado | (j) Cyclone |

This insurance does not cover any loss of or damage caused directly or indirectly by other atmospheric disturbances and convulsions of nature not related to the aforementioned covered perils.

CLAUSE 27**TERRORISM ENDORSEMENT GOODS IN TRANSIT UNDER MOTOR**

In consideration of the payment of an additional premium, it is hereby declared and agreed that the terms and conditions of the Strike Riot & Civil Commotion and the Terrorism Endorsement attached to this policy shall be applicable to the cover granted by this Endorsement.

However in respect of any claim that would not have been payable but for the said Strike, Riot & Civil Commotion Endorsement and Terrorism Endorsement, the Insured shall be responsible for the first 10% of the Sum Insured for goods subject to a minimum amount of Rs.5,000/- each and every loss.

Furthermore, the Company's liability in respect of any one loss shall not exceed a maximum sum mentioned in the schedule or as guidelines given by National Insurance Trust Fund whichever is less any one loss / occurrence.

Upon the occurrence of any event giving rise to a claim hereunder this insurance shall be reinstated by the Insured upon payment of an additional premium calculated at 100% pro- rate to the amount only.

Notwithstanding what is stated to the contrary in the Policy if the Terrorism extension to the Policy is being cancelled by the Insurer a pro-rata refund will be allowed to the Insured. However, no return of premium shall be granted if this cover is cancelled at the request of the Insured.

It is further declared and agreed that this extension is subject to the following exclusions.

A. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive matter
 - 1.4 The radioactive toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or other similar peaceful purposes
 - 1.5 Any chemical, biological, bio chemical, or electromagnetic weapon.

B. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of :- any computer, computer system or computer software program of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or a missile.

This extension is granted for and on behalf of the National Insurance Trust Fund and any liabilities whatsoever under this specific extension shall devolve solely upon the said Fund. If any action, suit or proceeding where it is alleged that any loss or damage is not covered by this Endorsement, the burden of proving that such loss or damage is covered shall be upon the insured.

Subject otherwise to the terms, conditions, exclusions and exceptions of the policy.

In consideration of a payment of an additional premium, it is hereby declared and agreed that the Company shall on behalf of the National Insurance Trust Fund and Terrorism undertakes to Pay a sum mentioned in the schedule or as guidelines given by National Insurance Trust Fund whichever is less in the event of Death or Total Permanent Disability to Driver/Conductor/ Cleaner/ Attendant/Laborer in the employment of the Insured described in the schedule of this policy or the Insured in any of the said capacities directly relating to or caused by any act of terrorism which 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 or political religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

Further any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, or resulting from any action taken in controlling, preventing, suppressing action during any engagement between Government forces and any group as defined about on land, sea, or air shall be regarded as falling within the definition of Terrorism above.

The indemnity payable under this endorsement shall however not exceed Rs.550,000/= per employee and is restricted to occurrences whilst on duty excluding liability under Common Law.

Notwithstanding what is stated to the contrary in the Policy if the Terrorism extension to the Policy is being cancelled by the Insurer a pro-rata refund will be allowed to the Insured. However no return of premium shall be granted if this cover is cancelled at the request of the Insured.

It is further declared and agreed that this extension is subject to the following exclusions:

A. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive farce or matter
 - 1.4 The radioactive toxic, explosive or other hazardous or contaminating properties of any radioactive, matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used form commercial, agricultural, medical, scientific, or other similar peaceful purposes
 - 1.5 Any chemical, biological, bio chemical, or electromagnetic weapon.

B. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of :- any computer, computer system or computer software program of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or a missile.

This extension is granted for and on behalf of the National Insurance Trust Fund and any liabilities whatsoever under this specific extension shall devolve solely upon the said Fund. If any action, suit or proceeding where it is alleged that any Death or Total Permanent Disability is not covered by this Endorsement, the burden of proving that such loss or damage is covered shall be upon the Insured.

Subject otherwise to the terms, conditions, exclusions and exceptions of the policy.

SPECIMEN

In consideration of a payment of an additional premium, it is hereby declared and agreed that the Company shall on behalf of the National Insurance Trust Fund and Terrorism undertakes to pay sum mentioned in the schedule or as guidelines given by National Insurance Trust Fund whichever is less in the event of Death or Total Permanent Disability to Driver/Conductor/ Cleaner/ Attendant/Laborer in the employment of the Insured described in the schedule of this policy or the Insured in any of the said capacities directly relating to or caused by any act of terrorism which 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

Further any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, or resulting from any action taken in controlling, preventing, suppressing action during any engagement between Government forces and any group as defined about on land, sea, or air shall be regarded as falling within the definition of Terrorism above.

Provided always that no payment shall be made:

- (a) In respect of more than four persons during one period of insurance. However, in the event of a claim, the cover may be reinstated on payment of 100% of the premium as applicable,
- (b) Unless such act results in the death independently of any other cause (excepting medical or surgical treatment consequent upon such act) within three (3) calendar months from the date of occurrence.

Payment shall be made only with the approval of the Insured and directly to the deceased person's legal personal representatives whose receipt shall be a full and final discharge.

Notwithstanding what is stated to the contrary in the Policy if the Terrorism extension to the Policy is being cancelled by the Insurer a pro-rata refund will be allowed to the Insured. However no return of premium shall be granted if this cover is cancelled at the request of the Insured.

It is further declared and agreed that this extension is subject to the following exclusions:

A. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith

- 1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from-any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive farce or matter
 - 1.4 The radioactive toxic, explosive or other hazardous or contaminating properties of any radioactive, matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used form commercial, agricultural, medical, scientific, or other similar peaceful purposes
 - 1.5 Any chemical, biological, bio chemical, or electromagnetic weapon.

B. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of :- any computer, computer system or computer software program of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or a missile.

This extension is granted for and on behalf of the National Insurance Trust Fund and any liabilities whatsoever under this specific extension shall devolve solely upon the said Fund. If any action, suit or proceeding where it is alleged that any Death or Total Permanent Disability is not covered by this Endorsement, the burden of proving that such loss or damage is covered shall be upon the Insured.

Subject otherwise to the terms, conditions, exclusions and exceptions of the policy.

CLAUSE 30

TERRORISM COVER ON PERSONAL ACCIDENT TO PASSENGERS IN BUSES

In consideration of a payment of an additional premium, it is hereby declared and agreed the Company shall on behalf of the National Insurance Trust Fund undertakes to pay a sum mentioned in the schedule or as guidelines given by National Insurance Trust Fund whichever is less in respect of anyone passenger travelling in a bus referred to in the schedule of this policy directly relating to or caused by any act of terrorism which 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

Further any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, or resulting from any action taken in controlling, preventing, suppressing action during any engagement between Government forces and any group as defined about on land, sea, or air shall be regarded as falling within the definition of Terrorism above.

Payment shall be made only with the approval of the Insured and directly to the deceased person's legal personal representatives whose receipt shall be a full and final discharge.

Notwithstanding what is stated to the contrary in the Policy if the Terrorism extension to the Policy is being cancelled by the Insurer a pro-rata refund will be allowed to the Insured. However no return of premium shall be granted if this cover is cancelled at the request of the Insured.

It is further declared and agreed that this extension is subject to the following exclusions:

A. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 The radioactive toxic, explosive or other hazardous or contaminating properties of any radioactive, matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or other similar peaceful purposes
 - 1.5 Any chemical, biological, bio chemical, or electromagnetic weapon.

B. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of :- any computer, computer system or computer software program of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or a missile.

This extension is granted for and on behalf of the National Insurance Trust Fund and any liabilities whatsoever under this specific extension shall devolve solely upon the said Fund. If any action, suit or proceeding where it is alleged that any Death or Total Permanent Disability is not covered by this Endorsement, the burden of proving that such loss or damage is covered shall be upon the Insured.

Subject otherwise to the terms, conditions, exclusions and exceptions of the policy.

In consideration of a payment of an additional premium, it is hereby declared and agreed the Company shall on behalf of the National Insurance Trust Fund undertake to pay a sum mentioned in the schedule or as guidelines given by National Insurance Trust Fund whichever is less in respect of anyone passenger travelling in a vehicle referred to in the schedule of this policy directly relating to or caused by any act of terrorism which 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

Further any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, or resulting from any action taken in controlling, preventing, suppressing action during any engagement between Government forces and any group as defined about on land, sea, or air shall be regarded as falling within the definition of Terrorism above.

Payment shall be made directly to the deceased person's legal personal representatives whose receipt shall be a full and final discharge.

Notwithstanding what is stated to the contrary in the Policy if the Terrorism extension to the Policy is being cancelled by the insurer a pro-rata refund will be allowed to the insured. However, no return of premium shall be granted if this cover is cancelled at the request of the Insured.

It is further declared and agreed that this extension is subject to the following exclusions:

A. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive farse or matter
 - 1.4 The radioactive toxic, explosive or other hazardous or contaminating properties of any radioactive, matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used form commercial, agricultural, medical, scientific, or other similar peaceful purposes
 - 1.5 Any chemical, biological, bio chemical, or electromagnetic weapon.

B. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of :- any computer, computer system or computer software program of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or a missile.

This extension is granted for and on behalf of the National Insurance Trust Fund and any liabilities whatsoever under this specific extension shall devolve solely upon the said Fund. If any action, suit or proceeding where it is alleged that any Death or Total Permanent Disability is not covered by this Endorsement, the burden of proving that such loss or damage is covered shall be upon the Insured.

Subject otherwise to the terms, conditions, exclusions and exceptions of the policy.

CLAUSE 32

FUNERAL EXPENSES BENEFIT (Applicable only for MotorGuard Agro)

If any time when this policy is in full force and effect before the expiry of the period for which premiums are payable in respect of this benefit the company shall pay Rs. 25,000/- to the Nominee on death of the member prior to the 60th birthday subject to the following exclusions.

- (1) Total Exclusion of Liability : No benefit shall be payable under this policy if arising directly or indirectly as a result of the participation of the Member in any war, invasion, act of foreign enemies, hostilities or warlike operations (where war be declared or not) civil war, mutiny, civil commotions assuming the proportions of, or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power or any acts of any person acting on behalf of or connection with any organization directed towards the overthrow by force of any government or to the influencing of it by terrorism or violence.
- (2) Suicide: No benefit shall be payable if the Member commits suicide (whether of sound mind or otherwise at the time.)
- (3) Disappearance of member: Where the death of the Member is sought to be established on the basis of a presumption generated in circumstances where he had not been heard of for a period of one year by those who would have naturally heard of him, if he had been alive, no money shall become due under the Policy until the effluxion of a period of seven (7) years computed from the time when the Member has ceased to be heard of, and this fact notified to the Company.
- (4) AIDS Exclusion: If at any time during the currency of this Policy including both before and after the making of any claim or whilst any benefits are being paid, the Member is found to be infected with any human immune deficiency virus, no claim shall be paid

- (5) Forfeiture in Certain Events : In case the premium shall not be duly paid or in case any condition herein contained or endorsed hereon shall be contravened or in case it is found that any untrue or incorrect statement regarding any Member is contained in the proposal and connected documents or any material information is withheld, then and in every such case the cover on respective member shall be void and claims to any benefit in virtue hereof shall cease and determine and all moneys that have been paid in consequence here of shall be long to the Company.
- (6) No benefits shall be payable on Death due to an illness of serious nature and suffering from 6 months prior to the entering to the scheme.

CLAUSE 33

TIPPING AND TOOL OF TRADE

In consideration of a payment of an additional premium, it is hereby declared and agreed that notwithstanding anything contained to the contrary the within written policy is extended to include the working risk / overturning risk whilst the vehicle is being used for tipping and or as a tool of trade and or whilst loading and unloading subject to a compulsory excess of Rs. 5,000/- or 5% whichever is higher on each and every claim irrespective of any other excess under the policy.

SPECIMEN

"MotorGuard" is an outcome of expertise and experience of HNB General Insurance, protecting motorists for many years with trust & care. It is a product that is geared to protect you and your precious vehicle from every possible risk element.

Benefit 1**CASH GRANT FOR CHILDREN'S EDUCATION**

Cash grant for children's education up to Rs. 250,000/- in the event of a death of insured due to an accident whilst travelling in the insured vehicle and if spouse is unemployed. [Children below 18 (eighteen) years.]

Benefit 2**LEASE PAYMENTS**

(Applicable for all vehicles excluding for Three Wheelers and Motor Cycles)

If the leased vehicle meets with an accident and if repairs exceeds 30 days ,two months lease installments or Rs.100,000/- which ever less will be paid. The sole discretion of deciding the cover applicability would be with the company engineer and/or the motor assessor representing the company. The company engineer and /or the motor assessor would asses & approve the total man hours required upon consulting with garage to repair the vehicle and the figure calculated would be divided on the standard working day consisting of 8 hours and if this figure exceeds 30 days, the lease installment would become payable. The inability of the garage to meet the approved labor hours due to inefficiencies would be exclusion to this benefit". The benefit will not apply

- (a) In the event of the vehicle is stolen or total loss
- (b) In the event of non-availability of spare parts
- (c) Vehicles more than ten (10) years old from the year of manufacture.
- (d) If the repairs are carried out on "cash in lieu" basis

Benefit 3**NCB MATCH**

(Applicable only for individual Clients)

The company will offer the earned NCB under this vehicle to insured's second vehicle and up to a maximum of insured's 5th vehicle when purchasing insurance from HNB General Insurance Ltd.

Benefit 4**ON-SITE INSPECTION**

Inspection of the damage at the scene of the accident.

Benefit 5**24 HOUR HELP LINE FOR MOTOR CLAIMS (011 4 883 883)**

Just dial our 24-hour Helpline, anytime of the day or night and from anywhere in Sri Lanka for immediate response.

PRE UNDERWRITTING INSPECTION

Please ensure that the vehicle is submitted for an underwriting inspection to avoidance an issuance of "3rd party only" cover. Pre-underwriting inspection should be conducted,

1. At a time a wider cover than the existing cover is required,
i.e. – conversion of a third (3rd) party insurance cover for a comprehensive cover.
2. If the comprehensive insurance cover hasn't been obtained before the expiry date of the previous year insurance.

Underwriting inspections shall be waived off in respect of unregistered/brand new vehicles, provided the insurance is applied within three (3) days of purchase of the vehicle.

LUXURY/SEMI LUXURY TAXES

The insured should make arrangements to pay luxury/semi luxury taxes, if applicable for the vehicle and must check the certificate of registration and should make payment on the appropriate date to avoid a penalty. HNB General Insurance Ltd shall not be held responsible to pay any penalties arising from late payments.

MOTOR INSURANCE CERTIFICATE

The Motor Insurance Certificate (Card) is issued as per the requirement of the Motor Traffic Act only as evidence for "Third party liability" cover and the terms and conditions pertaining to comprehensive cover are enumerated in the motor policy schedule and the policy book which should be read together with the said motor insurance certificate.

Repairs at Agent Garages

1. Motor Cars

1.1 Brand New

		Wear and Tear					
Body Parts all including windshields & glasses		Suspension System	Engine Gear Box, Differential & all drive parts	Rubber Items	Plastic Clips	Electrical & Electronics	Air bag Assembly complete with Seat belts
1st Year	No	50% O/A					
2nd Year	No						
3rd Year	No						
4th Year	10% O/A						
5th Year	20% O/A						
6th Year	30% O/A						
7th Year & Up	35% O/A - 50% O/A						

1.2 Reconditioned

		Wear and Tear					
Body Parts all including windshields & glasses		Suspension System	Engine Gear Box, Differential & all drive parts	Rubber Items	Plastic Clips	Electrical & Electronics	Air bag Assembly complete with Seat belts
1st Year	25% O/A	50% O/A					
2nd Year	25% O/A						
3rd Year	25% O/A						
4th Year	30% O/A						
5th Year	35% O/A						
6th Year	35% O/A - 50% O/A						

2. Motor Cycle
2.1 Brand New

		Wear and Tear				
	Body Parts all including windshields & glasses	Suspension System all parts	Engine Gear Box, Differential & all drive parts	Rubber Items	Plastic Clips	Electrical & Electronics
1st Year	No	50% O/A				
2nd Year	10% O/A					
3rd Year	20% O/A					
4th Year	30% O/A					
5th Year & Up	35% O/A - 50% O/A					

3. Motor Cars

3.1 Three Wheelers

		Wear and Tear				
	Body Parts all including windshields & glasses	Suspension System all parts	Engine Gear Box, Differential & all drive parts	Rubber Items	Plastic Clips	Electrical & Electronics
1st Year	No	50% O/A				
2nd Year	10% O/A					
3rd Year	20% O/A					
4th Year	30% O/A					
5th Year	35% O/A					
5th Year & Up	35% O/A - 50% O/A					

4. All Commercial Vehicle

4.1 Brand New

		Wear and Tear					
	Body Parts all including windshields & glasses	Suspension System	Engine Gear Box, Differential & all drive parts	Rubber Items	Plastic Clips	Electrical & Electronics	Air bag Assembly complete with Seat belts
1stYear	No	50% O/A					
2nd Year	No						
3rd Year	10% O/A						
4th Year	20% O/A						
5th Year	30% O/A						
6 th Year & Up	35% O/A - 50% O/A						

4.2 Reconditioned

		Wear and Tear					
	Body Parts all including windshields & glasses	Suspension System	Engine Gear Box, Differential & all drive parts	Rubber Items	Plastic Clips	Electrical & Electronics	Air bag Assembly complete with Seat belts
1stYear	25% O/A	50% O/A					
2nd Year	25% O/A						
3rd Year	25% O/A						
4th Year	30% O/A						
5th Year	35% O/A						
6 th Year & Up	35% O/A - 50% O/A						

5. Vehicle registered as “New”

		Wear and Tear					
	Body Parts all including windshields & glasses	Suspension System	Engine Gear Box, Differential & all drive parts	Rubber Items	Plastic Clips	Electrical & Electronics	Air bag Assembly complete with Seat belts
1st Year	No	50% O/A					
2nd Year	10% O/A						
3rd Year	25% O/A						
4th Year	30% O/A						
5th Year	35% O/A						
6 th Year	35% O/A - 50% O/A						

- **Electronic and Electrical parts** - (Wire Harness, Bulbs and Fuses, Audio systems all types/Speakers, Security Systems/Immobilizers, All sensors related to the vehicle, ECUs All types, Navigation systems)
- **Extra Fittings** - All types of Extra fittings should be added to the policy when buying the insurance policy, if require to claim when in an accident.
- Manufactured year of the vehicle will be considered as the first year, when applying contributions.
- **Bald Tyre Penalties** - This will be applied upon the observations and decisions of Engineers and Motor Assessors.
- For Brand-new vehicles not older than 3 years, when doing repairs through other workshop, the contributions will be applied as per the agents chart for the Brand new genuine spare parts.

1. Immediately report the accident to HNBTI through our 24hour helpline 011 4 883 883 (Do not move the vehicle without our permission).
2. HNBTI will arrange an engineering officer to carry out the onsite inspection.
3. Insured can select either estimate based settlement or onsite offer settlement with the guidance of the engineering officer.

FOR ONSITE OFFER SETTLEMENT

1. Discharge document in the settlement advice need to be filled with customer's signature.
2. For lease vehicles no objection letter is required from the finance institute.
3. Police statement or driving license copy (if required).

FOR ESTIMATE BASED SETTLEMENT

1. Obtain an estimate and call our helpline 011 4 883 883 to inspect and approve the estimate.
2. HNBTI will arrange an engineering officer for garage inspection and to release approvals. (vehicle should not be dismantled without HNBTI permission)
3. Proceed with the repair according to the approved estimate issued by the HNBTI engineering officer.
4. Submit the final bills, Salvage and produce vehicle for the after repair inspection.
5. For lease vehicles no objection letter is required from the finance institute

IMPORTANT

- We strongly advise you to report the accident to the nearest police station to be in line with regulatory requirements.
- For theft of parts, theft of vehicle, Malicious act, Riot & strike, terrorism and 3rd party claims, police entry is compulsory.
- Please keep the salvage items under safe custody until the claim is settled.
- Whenever we request, the vehicle should be presented for an after repair inspection.
- Please inform us and get approvals for dismantle reports, supplementary estimates and price quotation for spares.
- All approvals are given subject to "Without prejudice".
- Claiming procedure will be different for total loss claims. Please call our helpline 011 4 883 883 for assistance.
- 3rd party claim/compensation will be settled subjected to a civil court order. If you receive a letter of demand with regard to a third party liability
 - Inform HNBTI immediately
 - Do not respond without informing HNBTI
- If required, first statement made to the police will be requested.
- All the settlements will be carried out based on the scope of the policy.

Insured Person(s)	: You, and any passenger or driver (who holds a valid motor insurance in relation to the insured vehicle)
Insurer	: The provider of the insurance cover. (insurance company)
Indemnify / Indemnification	: To be cover / Coverage
Liability	: Coverage
Estimated Value	: Value of the insured vehicle which may have decided by recognized valuation provider.
Market Value	: Current price of similar type of vehicle in the market.
Sum Insured	: The value of to be covered
Policy Period	: Period of cover shown in the schedule
Property Damage	: Actual physical harm to or destruction of tangible property, including the loss of its use
Spouse	: Husband, wife, civil partner or common law partner who permanently resides with policy holder
No Claim Bonus (NCB)	: The special reward which received by the customer at the next renewal on the cover for not claiming during the previous policy period.
Undervalue	: Insuring the vehicle for a lesser amount than the current market value of the vehicle.
Overvalue	: Insuring the vehicle for a higher amount than the current market value of the vehicle.
Warranty	: A written special condition, issued to the insured of an article by insurer.
Limits	: The maximum amount of money an insurance company will pay you for a covered loss
Exclusions	: Provision within an insurance policy that eliminates coverage for certain acts
Conditions	: Any terms or rules which are mentioned in written in a policy.
Owner's Contribution (Owner's Accounts)	: The portion which insured shall bear in an event of a claim.
Salvage damage	: Vehicle body parts, Wreck that is left after a loss or
Usage	: Purpose of the use of vehicle.
Policy Schedule	: The document which is issued along with the motor policy including the risk details, coverage type, clauses, excesses, warranties & other special remarks related to the insurance cover.
Renewal Notice	: The letter which is sent inviting the insured for renewal of the insurance cover. This will include renewal premium & renewal terms which are subject to amendments if necessary and inviting the renewal is subject to discretion of the company.
Renewal Endorsement	: The confirmation document which is issued at the time of renewal of the insurance policy.
Policy Book	: The document which explains all the covers / clauses / conditions / general exceptions / limits of liability related to the insurance cover.
Proposal Form	: The basis of the contract between insured and insurer.
Compulsory Excess	: The deductions which are imposed by the insurer & the insured shall bear this amount in an event of a claim.
Voluntary Excess	: The amount which insured intentionally accept to bear in an event of a claim.
Additional Endorsement	: The document which will be issued by the insurer to confirm any modifications, additions or deletions to the policy.
Non-Hazardous	: Low Risk
Hazardous	: Medium risk
Extra- Hazardous	: High risk

SPECIMEN

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