

Motor Insurance  
**Policy  
Book**

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MotorGuard  
Extra





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 Xtra** 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 within utmost good faith.

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

In order for 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. 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.
  - II. 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
  - III. 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) All Hiring Vehicles - First Rs. 1000/-

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 all Vehicle categories covered by MotorGuard Xtra
1st Renewal	20%
2nd Renewal	30%
3rd Renewal	40%
4th Renewal	50%
5th Renewal	60%
6th Renewal	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.

**(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 prorated 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.

<b>Period of Cover</b>	<b>Return of Premium</b>
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.
  - c. 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.
- iv. 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.
- a. Average (Refer the Condition Number "9" of Section "5")
  - b. Compulsory Excess (Refer the Clause Number "20" of Section "6")
- 23. 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.
- 24. 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.

**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****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 2****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 3****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 4

### 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 5**

## **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 6**

#### **TOWING CHARGES**

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

#### **CLAUSE 7**

#### **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 8**

#### **LEARNER DRIVER**

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 9****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 10****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 11****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 12****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 13****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 14**

#### **INSTITUTIONAL LOAN**

It is hereby understood and agreed that in consideration of monies advanced on the security of the vehicle described in the Schedule (s) 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 15**

#### **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

Glassware

Ornaments

Wines or Spirits

Jewelry

Furniture

Livestock

Scientific

Chinaware and Earthenware

Appliances or Parts

Pictures, Prints or Drawings

Goods in Glass containers

Petroleum

Fiber

Cotton Waste

Paper Waste

Instruments Explosives

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 16****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 17****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 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 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.

<b>CLAUSE 19</b>	<b>TERRORISM</b>
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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 above 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 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 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**

## **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 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, biochemical, 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 21**

**TERRORISM - MOTOR W.C.I TO DRIVER/CLEANER/ATTENDANT**

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 above 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 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.

## **CLAUSE 22**

### **TERRORISM COVER ON PERSONAL ACCIDENT TO DRIVER/ CONDUCTOR /CLEANER/ATTENDANT LABOURER ON MOTOR COACHES**

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 23**

**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 above 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 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 24**

### **TERRORISM COVER FOR PASSENGERS IN VEHICLES**

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 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 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.

#### **CLAUSE 25**

#### **NO CLAIM BONUS PROTECTION**

Notwithstanding what is stated under item 6 of section 1 of the policy the No Claim Bonus benefit is revised as follows.

1. After 4 accidents for any one year the NCB will be stepped back by one (1) years
2. From 5th accident onwards the NCB will be stepped back by (2) years

This benefit is applicable only after the policy has earned a No Claim Bonus for 3 years.

#### **CLAUSE 26**

#### **LIFE BENEFIT - Option 1**

**Age at entry** :18-64

**Age at expiry** :65 years

Whilst the motor policy is in force and premium has been paid on death of the policyholder before his / her 65th birthday, the Company shall pay a sum of Rs. 500,000 subject to terms and conditions and exclusions applicable to this benefit. The maximum Life Benefit would be limited to Rs. 500,000 on a per policyholder basis irrespective of multiple motor policies with HNB General Insurance Ltd.

#### **Accidental Death Benefit**

Whilst the motor policy is in force and premium has been paid and if the policyholder shall sustain injury before his/her 65<sup>th</sup> birthday and such injury (as defined) shall within 180 days of its occurrence solely, directly and independently of all other causes result in the death of the policyholder then the company shall pay a sum of Rs. 500,000 in addition to the Life Benefit subject to terms, conditions and exclusions applicable to this benefit, The maximum Accidental Death Benefit would be limited to Rs. 500,000 on a per policyholder basis irrespective of multiple motor policies with HNB General Insurance Ltd.

Injury: shall mean any bodily injury sustained by the policyholder caused solely and directly by outward, violent and visible means.

**Benefits shall not be payable in respect of death resulting from or caused by any of the following;**

- a. An act or attempted act of self injury, suicide (while sane or insane) or participation in any criminal act; or
- b. Racing of any kind other than on foot and any practice thereof, participation in any kind of hunting, mountaineering, parachuting or underwater or underground activity, or any dangerous or hazardous sport, competition, or occupation; or
- c. Participation in terrorist activities, felonious acts, riots; or
- d. Consequences of declared or undeclared war, civil war, rebellion revolution, insurrection, any warlike operation, restoration of public order; or

- e. Death resulting directly or indirectly due to influence of alcohol or the taking of drugs or narcotics unless prescribed by a legally qualified physician or surgeon and taken in accordance with the prescribed dosage; or
- f. Any form of aerial flight other than as a fare paying passenger of a recognised commercial airline; or
- g. Active service in any Military, Naval, Air Force, Police or similar regimented force or organization; or
- h. Any breach of law by the Policyholder; or
- i. In the event the Policyholder refusing any examination and investigations deemed necessary by the Company or making such impossible

## CLAUSE 27

## LIFE BENEFIT - Option 2

**Age at entry** :18-64

**Age at expiry** :65 years

Whilst the motor policy is in force and premium has been paid on death of the policyholder before his/her 65th birthday the Company shall pay a sum of Rs. 600,000 subject to terms and conditions and exclusions applicable to this benefit. The maximum Life Benefit would be limited to Rs. 600,000 on a per policyholder basis irrespective of multiple motor policies with HNB General Insurance Ltd.

### **Accidental Death Benefit**

Whilst the motor policy is in force and premium has been paid and if the policyholder shall sustain injury before his/her 65<sup>th</sup> birthday and such injury (as defined) shall within 180 days of its occurrence solely, directly and independently of all other causes result in the death of the policyholder then the company shall pay a sum of Rs. 600,000 in addition to the Life Benefit subject to terms, conditions and exclusions applicable to this benefit. The maximum Accidental Death Benefit would be limited to Rs. 1,400,000 on a per policyholder basis irrespective of multiple motor policies with HNB General Insurance Ltd. Injury: shall mean any bodily injury sustained by the policyholder caused solely and directly by outward, violent and visible means.

### **Benefits shall not be payable in respect of death resulting from or caused by any of the following;**

- a. An act or attempted act of self injury, suicide (while sane or insane) or participation in any criminal act; or
- b. Racing of any kind other than on foot and any practice thereof, participation in any kind of hunting, mountaineering, parachuting or underwater or underground activity, or any dangerous or hazardous sport, competition, or occupation; or
- c. Participation in terrorist activities, felonious acts, riots; or
- d. Consequences of declared or undeclared war, civil war, rebellion revolution, insurrection, any warlike operation, restoration of public order; or
- e. Death resulting directly or indirectly due to influence of alcohol or the taking of drugs or narcotics unless prescribed by a legally qualified physician or surgeon and taken in accordance with the prescribed dosage; or
- f. Any form of aerial flight other than as a fare paying passenger of a recognised commercial airline; or

- g. Active service in any Military, Naval, Air Force, Police or similar regimented force or organization; or
- h. Any breach of law by the Policyholder; or
- i. In the event the Policyholder refusing any examination and investigations deemed necessary by the Company or making such impossible

## CLAUSE 28

## HOSPITALIZATION DAILY BENEFIT

**Age at entry** :18-64

**Age at expiry** :65 years

Whilst the motor policy is in force and premium has been paid, in the event of the policyholder being hospitalized as a result of an accident of the motor vehicle insured with the Company the sum specified below will be payable subject to a forty eight (48) hours deferment period up to a maximum of twenty five (25) days per year. Benefit payable under this benefit will be limited to three (3) accidents for any one policy year subject to the terms and conditions and exclusions applicable to this benefit

**PER DAY LIMIT** :Rs. 2,000/-

In the event of hospitalization in an Intensive Care Unit twice the above benefits will become payable.

**No benefits are available hereunder and no payment will be made by the Company for any claim under this Policy on account of Hospitalization directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:**

- a. "Pre-existing conditions including but not limited to preexisting accidental injuries"  
Pre-existing Injury or diseases means any medical condition(s), disease(s) or injury (ies) or related condition(s) (e.g. illnesses, symptoms, treatments, pains and surgery), arising or subsisting prior to his/her first health policy with this company which the Policyholder or policyholder's dependents know, knew or could reasonably have been assumed to have known, irrespective of the fact whether any medical treatment or advice was sought, will be deemed to be pre-existing.  
Any complications arising out of pre-existing conditions would also deemed to be pre-existing.
- b. Self afflicted injuries or conditions and/or conditions/ailments arising out of the use or misuse of any drugs or alcohol.
- c. Participation in motor racing or any other form of motor sport.
- d. Any breach of Criminal Law by the policyholder.
- e. Hospitalization for non-allopathic methods of surgery and treatment
- f. Hospitalization for the sole purpose of physiotherapy or any ailment for which hospitalization is not warranted due to advancement in medical technology.
- g. Any treatment not performed by a Physician / Surgeon, registered with the Medical Council of Sri Lanka or any treatment of a purely experimental nature.
- h. Any hospitalization primarily for diagnostic, X-ray or laboratory examinations.

- i. Aesthetic treatments of any description or plastic surgery unless such plastic surgery is necessary for the treatment of Accidental Bodily Injury as a direct result of the motor accident.
- j. Dental treatment or surgery of any kind unless necessitated by Accidental Bodily Injury as a direct result of the motor accident.

#### **SPECIAL CONDITIONS APPLICABLE TO HOSPITALIZATION DAILY BENEFIT**

- a. Policyholder needs to be the driver or a passenger of the vehicle insured with the Company at the time of the accident.
- b. Hospitalizations should be notified in writing immediately, but not later than 7 (seven) days from the date of hospitalization.
- c. The total number of days hospitalized should not be less than two (02) days and the benefit will be payable for a maximum period of Twenty Five (25) days in anyone event, "Day" means any period of twenty four (24) hours stay in a hospital.
- d. This benefit form part of the basic policy and premium payments at the time of hospitalization should be up to date and paid in full on the due date or within the grace period.
- e. Nominee or beneficiary shall not have the right to receive any money from the hospitalization cover.
- f. Proof of hospitalization and further certificates, and information required by the Company shall be furnished at the expense of the Policyholder.
- g. Medical Officer or other representative appointed by the Company shall be allowed to see and examine the Policyholder at all reasonable times and in such manner required by the Company.
- h. The Hospitalization Benefit is granted on a yearly renewable basis and the Company reserves the right to alter premiums, terms and conditions under which this benefit is granted or cancel at any Policy anniversary.
- i. The same terms and conditions of the main Policy shall be applicable to this benefit.
- j. This benefit shall cease :-
  - 1. If premium remains unpaid during the benefit paying period
  - 2. If motor policy is considered lapsed, cancelled or expired
  - 3. When the Policyholder attain the age of 65

**GENERAL EXCLUSIONS APPLICABLE TO LIFE COVER & HOSPITALIZATION COVER (CLAUSE 26,27 & 28)**

- a. **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 Policyholder in any war, invasion, act of foreign enemies, hostilities or war 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.
- b. **Suicide:** No benefit shall be payable if the Policyholder commits suicide (whether of sound mind or otherwise at the time) within One (1) year after the commencement date of the Policy.
- c. **Disappearance of Policyholder:** Where the death of the Policyholder 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 Policyholder had ceased to be heard of, and this fact notified to the Company.
- d. **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 Policyholder is found to be infected with any human immune deficiency virus, this Policy lapses with immediate effect and the Company's liability will be limited to the portion of the annual premium paid under the Policy without interest.
- e. **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 Policyholder is contained in the proposal, personal statement, declaration and connected documents or any material information is withheld, then and in every such case the cover on respective Policyholder shall be void and claims to any benefit in virtue hereof shall cease and determine and all moneys that have been paid in consequence hereof shall belong to the Company.
- f. **No benefit shall be paid in respect of death or hospitalization if liability is not admitted under the motor damage claim except in the event of a death arising from natural causes**



It is hereby declared and agreed that the policy is extended to include the following benefits subject to the terms and conditions expressed hereto.

**Benefit 1****NAMED DRIVER DISCOUNT**

It is agreed and understood that the vehicle insured under this policy would be driven only by the insured or spouse or named person at any time with the named person being changed a maximum of two times during the year.

At the time of accident, if neither of the above persons are at the wheel the unnamed driver excess stated in the policy schedule would be deducted from each and every claim.

**Benefit 2****LOST KEY COVER ( INTELLIGENT KEY-ELECTRONICALLY PROGRAMMED KEY)**

The company would reimburse up to Rs.20,000/- being the cost of repairing and/or re-programming the electronically programmed key during the period of insurance in the event such key is lost by the insured or by persons authorized by the insured to drive the vehicle.

These costs would be paid by the company to the authorized agents of the vehicle.

**Benefit 3****EMERGENCY EXPENSES COVER**

In the event of the motor vehicle covered under the policy being disabled by reason of damage and cannot be driven under its own power the company will pay the amounts stated below as emergency expenses.

Type of vehicle	Limit (Rs.)
Motor Car	3,500/-
Other vehicles	2,500/-

This benefit is limited to two events during the policy period and would be paid as an addition to the payable claim amount approved by the company.

The sole discretion of deciding the immovability of the vehicle would be with the company engineer and/or the motor assessor representing the company.

**Benefit 4****DEPRECIATION PROTECTION COVER**

In the event of the vehicle sustaining loss and/or damage covered under this policy the company agrees to reimburse the full cost of the repaired item subject to these replacements being authorized by the company.

However this benefit,

1. will not prejudice the right of the company to pursue the primary option of repairing the damaged items
2. and is limited to items directly damaged by an insured peril

**Benefit 5****CASH GRANT FOR CHILDREN'S EDUCATION**

A cash grant will be paid for children's education up to Rs.500,000/- in the event of a death of insured due to an accident whilst travelling in the insured vehicle and if spouse is unemployed. This is applicable to children below 18 years at the time of accident.

**Benefit 6****NCB MATCH**

The company will offer the earned NCB under this vehicle to insured's second vehicle when purchasing insurance from HNB General Insurance PLC for the first time.

**Benefit 7****FREE TOWING CHARGES**

It is hereby understood and agreed that the Company will pay Rs. 15,000/- of Towing Charges free of charge. The Insured can increase the cover limit up to Rs. 35,000/- by paying additional premium.

**Benefit 8****WINDSCREEN COVER**

It is hereby agreed & understood that if any glass in the windscreen or windows of the insured vehicle shall be broken not involving other damage to bodywork, the Company will pay the cost of reinstatement of such windscreen/ windows and scratched bodywork irrespective of cause of breakage for one occurrence. Subject otherwise to the terms, exceptions and conditions of this Policy.

**Benefit 9****FREE AIR BAG COVER**

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 1<sup>st</sup> of January on each year.**

**Benefit 10****ON-SITE INSPECTION**

Inspection of the damage at the scene of the accident.

**Benefit 11****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 UNDERWRITING INSPECTION**

Please ensure that the vehicle is submitted for an underwriting inspection to avoid 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.

1. Immediately report the accident to HNBGI through our 24hour helpline 011 4 883 883 (Do not move the vehicle without our permission).
2. HNBGI 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. HNBGI will arrange an engineering officer for garage inspection and to release approvals. (vehicle should not be dismantled without HNBGI permission)
3. Proceed with the repair according to the approved estimate issued by the HNBGI 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 HNBGI immediately
  - Do not respond without informing HNBGI
- 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.

<b>Insured Person(s)</b>	:	You, and any passenger or driver (who holds a valid motor insurance in relation to the insured vehicle)
<b>Insurer</b>	:	The provider of the insurance cover. (insurance company)
<b>Indemnify</b>	/	To be cover / Coverage
<b>Indemnification</b>	:	Coverage
<b>Liability</b>	:	Value of the insured vehicle which may have decided by recognized valuation provider.
<b>Estimated Value</b>	:	Current price of similar type of vehicle in the market.
<b>Market Value</b>	:	The value of to be covered
<b>Sum Insured</b>	:	Period of cover shown in the schedule
<b>Policy Period</b>	:	Actual physical harm to or destruction of tangible property, including the loss of its use
<b>Property Damage</b>	:	Husband, wife, civil partner or common law partner who permanently resides with policy holder
<b>Spouse</b>	:	The special reward which received by the customer at the next renewal on the cover for not claiming during the previous policy period.
<b>No Claim Bonus (NCB)</b>	:	Insuring the vehicle for a lesser amount than the current market value of the vehicle.
<b>Undervalue</b>	:	Insuring the vehicle for a higher amount than the current market value of the vehicle.
<b>Overvalue</b>	:	A written special condition, issued to the insured of an article by insurer.
<b>Warranty</b>	:	The maximum amount of money an insurance company will pay you for a covered loss
<b>Limits</b>	:	Provision within an insurance policy that eliminates coverage for certain acts
<b>Exclusions</b>	:	Any terms or rules which are mentioned in written in a policy.
<b>Conditions</b>	:	The portion which insured shall bear in an event of a claim.
<b>Owner's Contribution (Owner's Accounts)</b>	:	Vehicle body parts, Wreck that is left after a loss or damage
<b>Salvage</b>	:	Purpose of the use of vehicle.
<b>Usage</b>	:	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.
<b>Policy Schedule</b>	:	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.
<b>Renewal Notice</b>	:	The confirmation document which is issued at the time of renewal of the insurance policy.
<b>Renewal Endorsement</b>	:	The document which explains all the covers / clauses / conditions / general exceptions / limits of liability related to the insurance cover.
<b>Policy Book</b>	:	The basis of the contract between insured and insurer.
<b>Proposal Form</b>	:	The deductions which are imposed by the insurer & the insured shall bear this amount in an event of a claim.
<b>Compulsory Excess</b>	:	The amount which insured intentionally accept to bear in an event of a claim.
<b>Voluntary Excess</b>	:	The document which will be issued by the insurer to confirm any modifications, additions or deletions to the policy.
<b>Additional Endorsement</b>	:	Low Risk
<b>Non-Hazardous</b>	:	Medium risk
<b>Hazardous</b>	:	High risk
<b>Extra- Hazardous</b>	:	An excess will be imposed on the claim payment in the event of accident occurs due to the contribution of excessive usage of Tyres.
<b>Bald Tyre Excess</b>	:	
<b>Cash in lieu basis</b>	:	In case of a substantial claim, insurer may take the option of 'cash in lieu basis' wherein the insured will be offered a lump sum amount as a claim payment. In the event the client agrees with said option, the insurer will offer a percentage at the initial stage and the balance will be released upon a satisfactory after repair inspection.

## **HNB General Insurance Ltd** (PB 5167)

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Tel: 0114 676 700 | E mail: info@hnbgeneral.com  
Web: www.hnbgeneral.com

**Helpline : 0114 883 883**

