

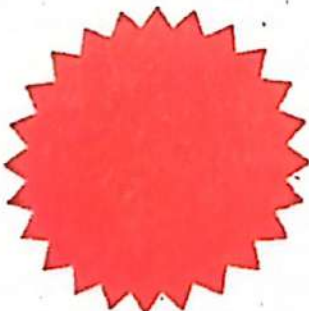


## HIRING MOTOR LORRY INSURANCE POLICY

**WHEREAS** the insurance described in the schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the CEYLINCO GENERAL INSURANCE LIMITED (hereinafter called "the Company") for the Insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such Insurance.

**NOW THIS POLICY WITNESSETH** that in respect of accident, loss or damage occurring during the period of Insurance stated in the said schedule or during the 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, pay to the insured the sum or sums of money described in the schedule.

**IN WITNESS WHEREOF** this policy has been signed on behalf of CEYLINCO GENERAL INSURANCE LIMITED at Colombo on



.....  
Signature on behalf of  
**CEYLINCO GENERAL INSURANCE LIMITED**



## SECTION I - LOSS OR DAMAGE

1. The Company will indemnify the Insured against loss of or damage to any Vehicle described in the Schedule hereto and/or its accessories and spare parts whilst thereon:

- (a) by accidental external means
- (b) by fire, external explosion, self-ignition or 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) 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) damage to tyres and tubes unless such vehicle sustains other damage at the same time in which event the liability of the Company in respect of damage to tyres and tubes shall not exceed 50 per centum of the cost of replacement.

2. The Company shall not be liable to make any payment in respect of consequential loss, depreciation wear and tear mechanical or electrical break down, failures or breakages nor for damage caused by overloading or strain or by the nature of the load or by explosion of the boiler of such Vehicle.

3. The Insured in respect of each and every event shall be responsible for the first Rs. 100/- (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 '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 provided under this Section. It is further understood and agreed that the Company shall not be liable to make any payment in respect of loss of or damage to lamps, tyres, mudguards, buffers, buffer aprons, buffer brackets and/or paint work.

4. In the event of such 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. 150/- in respect of any one accident.

5. In the event of such vehicle sustaining damage for which the Company may be liable under this Policy immediate notice shall be given to the issuing office of the Company and no work shall be commenced nor shall any part of such vehicle be dismantled / nor shall the Insured accept any estimate of the cost of any repair to such vehicle without the prior approval in writing of the Company.

## SECTION II - LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability stated in the Schedule 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

- (i) death of or bodily injury to any person caused by or arising out of the use of any vehicle described in the Schedule hereto (including the loading and/or unloading of such vehicle)
- (ii) damage to property caused by the use of any vehicle described in the Schedule hereto (Including the loading and/or unloading of such vehicle).

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

- (a) 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
- (b) death or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment
- (c) 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.
- (d) 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.
- (e) damage to any bridge and or weigh-bridge and/or viaduct and/or any road and/or anything beneath by vibration or by the weight of such vehicle and/or load carried by such vehicle.
- (f) 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.
- (g) death 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 limitations 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 were the Insured observe fulfil 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, fulfil 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 defence 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.

#### AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

6. Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other reason 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

7. 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 endorsement 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.

#### GENERAL EXCEPTIONS

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 claim arising out of any contractual liability

(3) any accident, loss, damage and/or liability caused, sustained or incurred whilst such vehicle is

(a) being used for any purpose within the definition of "Excluded Use" contained in the Schedule hereto, or

(b) being driven by or is for the purpose of being driven by the Insured in the charge of an "Excluded Driver" as defined in the said Schedule.

(4) 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, storm, tempest, cyclone or other atmospheric disturbances, volcanic eruption, earthquake or other convulsion of nature, invasion, the act of the foreign enemies, hostilities or warlike operation (whether before or after declaration of war) civil war, strike, riot, civil commotion, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident, loss, damage and/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 accident or loss or damage arising directly or indirectly whilst the Insured driving such vehicle is under the influence of any intoxicating liquor or any drugs OR any person under the influence of any intoxicating liquor or any drug driving such vehicle with the knowledge and consent of the Insured.

#### CONDITIONS

1. 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, writ, 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.

2. 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 the defence or settlement of any claim or to prosecute 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 proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

3. At any time after the happening of any event giving rise to a claim or series of claims under Sub-Section 1 (ii) of Section II of this Policy the Company may pay to the Insured the full amount of the Company's liability under the Sub-Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequences of any alleged action or omission of the Company in connection with such defence, 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.

4. The Company may at its own option repair, reinstate or replace any Vehicle described in the schedule 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 of such Vehicle (including accessories and spare parts) as specified in the said Schedule or the value of such Vehicle (including accessories and spare parts) at the time of the loss or damage whichever is the less. In the event of loss or damage to the 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 Manufacturer'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 Vehicle described in the Schedule hereto and the Company shall have at all times free and full access to examine such vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown such Vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if such Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to such Vehicle shall be entirely at the Insured's own risk.

6. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the *pro rata* portion hereof for the period the Policy has been in force or the Policy may be cancelled at anytime 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 short period rates for the period the Policy has been in force.

7. 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 rateable proportion of any loss, damage, compensation, cost 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 proviso (a) of Section II-3 of this Policy.

8. All differences arising out of this policy shall be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or 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 other party. In case either party shall refuse or fail to appoint an Arbitrator within one calendar month after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator, and in case of disagreement between the arbitrators the difference shall be referred to the decision of an 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. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrator (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The cost of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire so dying was appointed. The cost of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. 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. The due observance and fulfillment of the terms, conditions and endorsements of this 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 answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### NO CLAIM BONUS

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 insurance as is renewed shall be reduced as follows :-

|                                   |   |        |   |
|-----------------------------------|---|--------|---|
| The Preceding year                | - | 10     | % |
| The Preceding 2 consecutive years | - | 15     | % |
| The Preceding 3 consecutive years | - | 20     | % |
| The Preceding 4 consecutive years | - | 25     | % |
| The Preceding 5 consecutive years | - | 33 1/3 | % |
| The Preceding 6 consecutive years | - | 40     | % |
| The Preceding 7 consecutive years | - | 42 1/2 | % |
| The Preceding 8 consecutive years | - | 45     | % |
| The Preceding 9 consecutive years | - | 50     | % |

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 Vehicle is described in the Schedule of this Policy the No-Claim Bonus shall be applied as if a separate Policy had been issued in respect of each such Vehicle.



**THE FOLLOWING ENDORSEMENTS APPLY ONLY IF INDICATED ON THE POLICY SCHEDULE. ALL TERMS, CONDITIONS AND EXCEPTIONS OF THE POLICY SHALL APPLY EXCEPT INSOFAR AS THEY ARE EXPRESSLY VARIED.**

**1. FLOOD EXTENSION ENDORSEMENT**

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the insurance under this policy is extended to cover flood. Which for the purpose hereof shall mean the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake or reservoir or canal or dam. Subject otherwise to the terms exceptions and conditions of the policy.

**2. EXTENSION OF TOWING CHARGES ENDORSEMENT**

In consideration of a payment of additional premium it is hereby understood and agreed that the undermentioned appearing in the paragraph 4 of Section I of the within policy should read as:

"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 redelivered to the Insured but not exceeding in all Rs. 2500/- in respect of any one accident."

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

**3. WINDSCREEN/WINDOWS ENDORSEMENT**

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

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

**4. EXCESS ALL CLAIMS ENDORSEMENT**

In consideration of a special reduction in the premium for which this policy is granted it is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I & II 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 by the Company in the exercise of its discretion under Condition 2 of this Policy.

If the expenditure incurred by 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 the Endorsement 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.

**5. COMPULSORY EXCESS ENDORSEMENT**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I 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 2 of this Policy.

If the expenditure incurred by 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 the Endorsement 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.

**6. ASSIGNMENT ENDORSEMENT**

It is hereby understood and agreed that in consideration of Monies advanced on the security of the vehicle described in the schedule hereto the assignee stated in the schedule (s) are interested in any Monies which but for the endorsement would be payable to the insured under this policy in respect of loss or damage to the said vehicle (which loss or damage if not made good by repair, reinstatement of replacement) and such Monies shall be paid to the said assignee/mortgagee 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.

Save as by this Endorsement 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.

**7. DUTY FREE ENDORSEMENT**

It is hereby declared and agreed that the Insured's Estimate of value including Accessories and Spare Parts appearing in Schedule of the within Policy as declared by the Insured, exclude the local Customs Duties.

In consideration of the above it is hereby declared and agreed that in the event of a claim under Section I 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.

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



## 8. HIRE PURCHASE/LEASE ENDORSEMENT

It is hereby understood and agreed that the Institutions stated in the schedule (s) (hereinafter referred to as the Owners) are the Owners of the vehicle described in the schedule 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 Endorsement would be payable to the insured under this policy in respect of loss or damage to the said vehicle (which loss or damage if 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 Endorsement 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.

## 9. PERSONAL ACCIDENT INSURANCE ENDORSEMENT

In consideration of the payment of an additional premium, in respect of the person/persons mentioned below and described in the Schedule, it is hereby understood and agreed that the Company undertakes to pay the percentages of the limits described in the schedule for death or bodily injury as hereinafter defined, sustained by

- I) Any passenger other than the insured and/or his paid driver, attendant or cleaner and or a person in the employ of the insured coming within the scope of the Workmen's Compensation Ordinance, 1934 and subsequent amendments of the said Ordinance or legislation and engaged in and upon the service of the Insured at the time such injury is sustained, whilst mounting into, dismounting from or travelling in but not driving any Motor Vehicle described in the Schedule hereto, and or
- II) The Driver and / or attendant / cleaner / labourer in the employ of the insured in direct connection with any Motor Vehicle described in the Schedule hereto, and or
- III) The Insured and / or the Insured's spouse and/or Named persons in direct connection with any Motor Vehicle described in the schedule hereto whilst mounting into, dismounting from or travelling in but not driving any vehicle described in the schedule hereto and

Caused by violent, accidental external and visible means which 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 of Amount described in the schedule

- |                                                                                                                                                                      |      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 1) Death                                                                                                                                                             | 100% |
| 2) Total and irrecoverable loss of all sight in both eyes                                                                                                            | 100% |
| 3) 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% |
| 4) Total loss by physical severance, at or above the wrist or ankle, of one hand or one foot together with the total and irrecoverable loss of all sight in one eye. | 100% |
| 5) Total and irrecoverable loss of all sight in one eye                                                                                                              | 50%  |
| 6) Total loss by physical severance, at or above the wrist or ankle, of one hand or one foot                                                                         | 50%  |
| 7) Total disablement from engaging in or giving any attention to such person's profession or occupation per week for a period not exceeding 26 weeks                 | 0.5% |

### PROVIDED ALWAYS THAT :-

- (a) Compensation shall be payable under one only of items (1) to (7) 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) Such person is not less than 16 not more than 65 years of age at the time of such injury.
- (c) 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.
- (d) Such compensation shall be payable only with approval of the insured and directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person.
- (e) Not more than the number of persons specified in the schedule(s) are in the said Motor Vehicle at time of the occurrence of such injury.
- (f) The Strike, Riot and Civil Commotion cover granted under the policy shall not apply to the extension of insurance by this endorsement. Subject otherwise to the terms, exceptions and conditions of this policy.

# CEYLINCO GENERAL INSURANCE LIMITED

NO 69 JANADHIPATHI MAWATHA  
COLOMBO 01

## ENDORSEMENT

IT IS HEREBY DECLARED AND AGREED THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY THE WITHIN WRITTEN POLICY IS EXTENDED TO INCLUDE THE FOLLOWING AMENDMENTS FROM THE DATE OF COMMENCEMENT OF THIS POLICY / RENEWAL.

1. The general exclusion (5) is amended to read as follows:

Any accident or loss or damage arising directly or indirectly whilst the driver of such vehicle driving, having consumed any intoxicating liquor or any drugs.

2. No claim bonus revised schedule

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 period of the insurance as is renewed shall be reduced as follows:

|                                            | <u>Vehicles except Motor Bicycles</u> | <u>Motor Bicycles</u> |
|--------------------------------------------|---------------------------------------|-----------------------|
| 1. The Preceding year                      | 15%                                   | 10%                   |
| 2. The Preceding two consecutive years     | 20%                                   | 15%                   |
| 3. The Preceding three consecutive years   | 25%                                   | 20%                   |
| 4. The Preceding four consecutive years    | 30%                                   | 25%                   |
| 5. The Preceding five consecutive years    | 35%                                   | 30%                   |
| 6. The Preceding six consecutive years     | 40%                                   |                       |
| 7. The Preceding seven consecutive years   | 45%                                   |                       |
| 8. The Preceding eight consecutive years   | 50%                                   |                       |
| 9. The Preceding nine consecutive years    | 55%                                   |                       |
| 10. The Preceding ten consecutive years    | 60%                                   |                       |
| 11. The Preceding eleven consecutive years | 65%                                   |                       |
| 12. The Preceding twelve consecutive years | 70%                                   |                       |

In the event of a claim, the no claim bonus earned will be forfeited. However if the insured is enjoying a no claim bonus entitlement of over five consecutive years at the time of accident the no claim bonus will be reduced only by the immediate three consecutive years for the entitlement at the next renewal.

3. FRAUDULENT CLAIMS CLAUSE

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the insured or any one acting on his behalf to obtain any benefits under this policy or if the loss or damage be occasioned by any willful act, or with the connivance of the insured the benefits under this policy shall be forfeited.

Contd.



3. NOTIFICATION OF CLAIMS

Notwithstanding anything to the contrary to the other provisions of this policy in the event of the vehicle described in the schedule hereto sustaining damages for which the company may be liable under this policy, the event should be reported to the nearest police station within 24 hours as specified in the Motor Traffic Act No 14 of 1951 and any addendum thereof. Further, immediate notice shall be given to the issuing office of the company in not less than 48 hours after the event or in the case of a non working day the intimation should reach the company in the first working day thereafter. Further, no work shall be commenced nor shall any part of such vehicle be dismantled/nor shall the insured accept any estimate of a cost of any repair to such vehicle without the prior approval of the company.

4. MAXIMUM LIABILITY ON WINDSCREEN GLASSES OF BUSES/OMNIBUSES/MOTOR COACHES

Insured's liability for the loss of or damage to windscreen (s)/ windows on buses/Motor coaches/omnibuses is limited to 10% of the

1. The insured estimate of value (including accessories and spare parts) of such motor vehicle,
2. The value of such motor vehicle (including accessories and spare parts)

whichever is less. However, if the special windscreen cover for buses/motor coaches/ omnibuses has been taken, the limit of indemnity shall be up to the value of the windscreen specified in the schedule.

5. MAXIMUM LIABILITY ON AIRBAGS

Liability in respect of airbags is excluded unless such motor vehicles sustain other damages at the same time in which event the liability of the company in respect of indemnity on airbags shall not exceed 50% of the cost of a new replacement. However, if the special cover for airbags has been taken by paying the appropriate additional premium, in which case the limit of indemnity is up to the value of airbags specified in the schedule.

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

Signature on behalf of  
CEYLINCO GENERAL INSURANCE LIMITED

DATE :



#### **10. WORKMEN'S COMPENSATION INSURANCE ENDORSEMENT**

In consideration of the payment of an additional premium in respect of driver and/or attendant and/or cleaner and described in the Schedule, it is hereby understood and agreed that 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 endorsement in respect of personal injury to any paid driver and/or attendant/cleaner of any Motor Vehicle described in the schedule hereto while engaged in the service, of the insured in such occupation, and will in addition be responsible for all costs and expenses incurred with its written consent.

The premium having been calculated at the rate applicable per driver and/or attendant/cleaner the insured shall certify at the expiry of each period of insurance maximum number of drivers and/or attendants/cleaners employed at any one time during such period in connection with the Motor vehicles described in the said schedule and the premium shall be adjusted accordingly.

#### **PROVIDED ALWAYS THAT**

- (1) This endorsement 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 or foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, mutiny, insurrection, revolution conspiracy military or usurped power.
- (2) Labourers being conveyed on the insured vehicle of the purpose of loading or unloading shall not be considered as attendants for the purposes of this Endorsement.
- (3) The insured shall take reasonable precautions to prevent accidents and to comply with all statutory obligations.
- (4) The premium paid in respect of this endorsement shall not be subject to No Claim Bonus. Any payment made by reason of this endorsement shall not be deemed to be a claim under this policy for the purpose of No Claim Bonus.
- (5) In the event of the policy being cancelled at the request of the insured no refund of the premium paid in respect of this endorsement will be allowed.
- (6) This Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured hold 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.
- (7) The Insured shall keep a record of the name of each driver/attendant or cleaner employed and the amount of wages salary and other earnings paid to such employees and shall at all times allow the Corporation to inspect such record.

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

#### **13. LEARNER DRIVER ENDORSEMENT**

It is hereby declared and agreed that, notwithstanding anything to the contrary the within policy is extended to be operative whilst the person named in the schedule learns to drive the vehicle described in the Schedule, provided that the insured shall have conformed to the requirements of the Motor Traffic Act in regard to Learner Drivers.

In consideration of this extension, the insured shall be responsible for the first Rs 500/- (or any less expenditure which may be incurred) of any expenditure for which Provision is made under Section I & II 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 described in the schedule 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 Endorsement 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 Endorsement shall be considered an addition to any excess endorsements already in the policy.

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

#### **14. GOODS-IN-TRANSIT ENDORSEMENT**

It is hereby declared and agreed that in consideration of an additional premium the Company will subject to the terms, exceptions and conditions of this Policy, indemnify the Insured against damage, including damage caused directly or indirectly by fire or explosion other than strike, riot, civil commotion unless specifically covered, to goods while being conveyed in or on any vehicle described in the Schedule 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 described in the Schedule 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 said sum described in the Schedule then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the cost of such damage accordingly.



#### **15. GOODS-IN-TRANSIT INSURANCE (NON HAZARDOUS) ENDORSEMENT**

It is hereby declared and agreed that in consideration of an additional premium the Company will subject to the terms, exceptions and conditions of this Policy, indemnify the Insured against damage, including damage caused directly or indirectly by fire or explosion other than strike, riot, civil commotion unless specifically covered, to goods while being conveyed in or on any vehicle described in the Schedule 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 described in the Schedule 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 said sum described in the Schedule then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the cost of such damage accordingly.

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

|                  |                                |             |               |
|------------------|--------------------------------|-------------|---------------|
| Chinaware and    | Clocks or Watches              | Jewellery   | Petroleum and |
| Earthenware      | Electrical Appliances or Parts | Furniture   | Fragile goods |
| Glassware        | Pictures, Prints, or Drawings  | Livestock   | Fibre         |
| Ornaments        | Goods in Glass Containers      | Scientific  | Cotton waste  |
| Wines or Spirits |                                | Instruments | Paper waste   |
|                  |                                | Explosives  |               |

For the purposes of this endorsement 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 endorsement.

#### **16. THIRD PARTY PROPERTY DAMAGE ENDORSEMENT**

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything to the contrary contained in section II-1-(II) of this Policy subject otherwise to the terms, exceptions and condition of this Policy, the Company will indemnify the Insured against all sums including claimants 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 thereto but such indemnity is limited to the sum specified in the schedule in respect of any one accident.

#### **17. INCLUSION OF EXCLUDED ITEMS ENDORSEMENT**

In consideration of a payment of an additional premium, it is hereby understood and agreed that the undermentioned appearing in Sub Section 3 of Section I of the within written policy is deleted to include the excluded items.

"It is further understood and agreed that the Company shall not be liable to make any payment in respect of loss of or damage to lamps, tyres, mudguards buffer brackets, buffer aprons and/or paint work"

This policy is subject to an Excess of the first Rs. 1000/- of every claim irrespective of any other excesses.

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

#### **18. PASSENGER RISK ENDORSEMENT**

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything to the contrary contained in Proviso (c) section II -1 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 II 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 thereto but such indemnity is limited to the sum described in the Schedule in respect of any one such passenger and subject to the aforementioned limit in respect of any one passenger in respect of any number of claims in connection with any one such vehicle arising out of one cause.

Provided always that in the event of an accident occurring whilst such vehicle is carrying more than the registered number of passengers (in addition to the conductor if any and the driver) the Insured shall repay to the Company a rateable proportion of the total amount payable by the Company by reason of this Endorsement in respect of such accident in connection with such vehicle.

#### **19. WORKMEN'S COMPENSATION INSURANCE TO PAID LABOURERS ENDORSEMENT**

In consideration of the payment of an additional premium, it is hereby declared and agreed that the Company shall indemnify the Insured against his legal liability :-

Under the Workmen's Compensation Ordinance, 1934, and subsequent Amendments of that Ordinance, at Common Law prior to the date of this endorsement.

In respect of personal injury to any paid labourer of any motor vehicle described in the Schedule of this Policy while engaged in the service of the Insured in such occupation and will in addition be responsible for all cost and expenses incurred with its written consent.

The premium having been calculated at the rate applicable per labourer, the Insured shall certify at the expiry of each period of insurance the maximum number of labourers 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 -

- (1) This Endorsement does not indemnify the Insured in respect of liability directly or indirectly proximately or remotely occasioned by or contributed to by traceable to or arising out of or in connection with war, invasions, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power.
- (2) This Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any Insurer a Policy of Insurance in respect of liability as herein defined for his general employees.
- (3) The Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
- (4) The Insured shall keep a record of the name of each labourer employed and the amount of wages, salary and other earnings paid to such employees and shall at all times allow the Company to inspect such record.
- (5) The premium paid in respect of this endorsement shall not be subject to the rebate provided under the "No Claim" Rebate Clause of this Policy. Any payment made by reason of this Endorsement shall not be deemed to be a claim under the Policy for the purposes of this Clause.
- (6) In the event of the Policy being cancelled at the request of Insured, no refund of the premium paid in respect of this endorsement will be allowed.

Subject otherwise to the terms, exceptions and conditions of this Policy.

## **20. VEHICLE ON HIRE - HIRER DRIVING ENDORSEMENT**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in this policy unless the vehicle described in the schedule hereto is being driven by or is for the purpose of Rent or Hirer-driving being given by a person in the charge of the insured, or a person in his employ the policy shall be operative, only while such vehicle is let on hire by the insured to any person (herein after called the 'Hirer') who :-

1. Shall have entered into a Hire Contract with the insured.
2. Shall have satisfied the insured:
  - a. Shall such vehicle will be driven only by a person duly licensed to drive whose licence has to been endorsed.
  - b. That such person has not been refused Motor Insurance or had his Insurance Policy cancelled or had special conditions imposed or had increased premium asked for by reason of claims experience.

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

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

It is further understood and agreed that it is a condition precedent to any liability under this policy that the insured shall have forward to the Company the certified copy of The Contract of Hire referred to above completed by the Hirer immediately after receipt thereof which form as well as the Proposal and Declaration referred to in this policy shall be the basis of the contract expressed in this endorsement so far as it relates to the indemnity which is operative while such vehicle is let on hire to Hirer.

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

## **21. THIRD PARTY ONLY ENDORSEMENT**

It is hereby understood and agreed that the No Claim Bonus Clause and Section I of this policy are deemed to be cancelled.

## **22. FIRE, THEFT & THIRD PARTY ENDORSEMENT**

It is hereby understood and agreed that the No Claim Bonus clause of this policy is deemed to be cancelled and under Section I thereof the Company shall be liable to indemnify the Insured only against loss or damage by fire, external explosion, self-ignition or lightning or burglary housebreaking or theft.



## TERRORISM ENDORSEMENT

### MOTOR - TR 07

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/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.

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 ionising 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 of 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 programme, 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 programme of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or 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.

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**For Motor**

The words : "Strike, Riot, 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 action 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 worker done in furtherance of a strike 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 of the 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 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.

In the event of any claim hereunder the insured 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.

It is further declared and agreed notwithstanding what is stated in the condition No. .... 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 ionising 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 programme, 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 programme of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or 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.