



## PRIVATE MOTOR CAR 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

**CLAIMS  
GUARANTEED**

APPLICABLE  
FOR ALL  
GENUINE CLAIMS

\_\_\_\_\_  
Signature on behalf of  
**CEYLINCO GENERAL INSURANCE LIMITED**

## SECTION I - LOSS OR DAMAGE

The Company will indemnify the Insured against loss of or damage to any Motor Car described in the schedule here 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 damage to tyres and tubes unless such Motor Car 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 replacement.

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.

In the event of such Motor Car 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 re-delivery to the insured, but not exceeding in all Rs: 150 in respect of any one accident.

In the event of such Motor Car 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 Motor Car be dismantled nor shall the insured accept any estimate of the cost of any repair to such Motor Car 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 in the event of accident caused by or through or in connection with any Motor Car described in the said schedule 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 or property where such death or injury arises out of and in the course of the employment of such person by the insured and economic 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 Section 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 Section in connection with any Motor Car described in the Schedule 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.

5. 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 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.

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 Section and may undertake the defense of proceedings in any Magistrate's Court or Courts of First Instance in respect of any act or alleged offense causing or relating to any event which may be the subject of indemnity under this Section.

## SECTION III - MEDICAL EXPENSES

Subject to the limit of liability stated in the schedule hereto 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 other than a paid driver and/or attendant and/or cleaner as the direct and immediate result of an accident to such Motor Car.

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this policy or any endorsement hereon 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 section 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.



## 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 any Motor Car in respect of or in connection with which insurance granted under this policy is:
  - (a) being used for any purpose within the definition "Excluded Use" contained in the schedule hereto or
  - (b) being driven by or is for the purpose of being driven by him 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, volcanic eruption, earthquake or other convulsion of nature, invasion, the act of 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 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 of loss or damage arising directly or indirectly whilst the insured driving such motor vehicle is under the influence of any intoxicating liquor or any person under the influence of any intoxicating liquor or any drugs driving such motor 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 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 of 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.
3. The Company may at its own option repair, reinstate or replace any Motor Car 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 Motor Car (including accessories and spare parts) as specified in the said schedule or the value of such Motor Car (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 Motor Car 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 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.
4. The insured shall take all reasonable precautions to safeguard from loss or damage and to maintain in efficient condition any Motor Car described in the schedule hereto and the Company shall have at all times free and full access to examine such Motor Car or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown such Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if such Motor Car be driven before the necessary repairs are effected any extension of the damage or any further damage to such Motor Car shall be entirely at the insured's own risk.
5. The Company may cancel this policy by sending seven day's 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 thereof for the period the Policy has been in force or the policy may be cancelled at any time by the insured on seven day's 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.
6. 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 provided always that nothing in this condition shall impose on the Company any liability from which but for this conditions it would have been relieved under proviso (a) of section II - 3 of this policy.

7. 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 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 other party. In case either party shall refuse or fail to appoint an Arbitrator within one 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 of Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained. 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.
8. The due observance and fulfillment of the terms, conditions and endorsements of this policy in so far as they relate 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 proceeding the renewal of this policy the renewal premium for such period of the Insurance as is renewed shall be reduced as follows :-

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

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 Car 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 Motor Car.



# 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 proceeding 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 100% 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 :



**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. DELETION OF SUB SECTION 4 OF SECTION II**

It is hereby understood and agreed that Sub-Section 4 of Section II of this policy is deemed to be canceled.

**2. 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 of pipes) of lake or reservoir or canal or dam.

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

**3. EXTENSION OF TOWING CHARGES ENDORSEMENT**

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

"In the event of such motor car 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 and conditions of the policy.

**4. 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 car 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 or 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.

**5. 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 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 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 Endorsement the expression 'event' shall mean an event or series of events arising out of one cause in connection with any one Motor Car in respect of or in connection with which indemnity is granted under this Policy.

**6. 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 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 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 Endorsement the expression 'event' shall mean an event of series of events arising out of one cause in connection with any one Motor Car in respect of or in connection with which indemnity is granted under this policy.

**7. ASSIGNMENT ENDORSEMENT**

It is hereby understood and agreed that in consideration of Moines advanced on the security of the vehicle described in the schedule hereto the assignee stated in the schedule(s) are interested in any Moines 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 is not made good by repair, reinstatement or replacement) and such Moines 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 of term thereof.



#### 8. 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 the policy.

#### 9. 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 Moines 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 is not made good by repair, reinstatement or replacement) and such Moines 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.

#### 10. PERSONAL ACCIDENT INSURANCE (PRIVATE CAR) ENDORSEMENT

In consideration of the payment of an additional premium, 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 herein after defined sustained by

- I) Any person 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 Car described in the schedule hereto
- and or
- II) the Driver in the employ of the insured in direct connection with any Motor Car 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 Car described in the schedule hereto whilst mounting into, dismounting from or traveling in but not driving any vehicle are 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 on 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 of 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 the 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 Car 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.

#### **11. WORKMEN'S COMPENSATION INSURANCE TO PAID DRIVER ENDORSEMENT**

In consideration of the payment of an additional premium, 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 of any Motor Car described in the schedule hereto while engaged in the service, of the insured in such occupation, irrespective of whether the aforesaid driver is a "Workman" within the meaning of the said Ordinance, 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 the insured shall certify at the expiry of each period of insurance maximum number of drivers employed at any one time during such period in connection with the Motor vehicle(s) 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, rebellion, revolution conspiracy military or usurped power.
- (2) The insured shall take reasonable precautions to prevent accidents and to comply with all statutory obligations.
- (3) 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.
- (4) 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.

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

#### **14. LEARNER DRIVER ENDORSEMENT**

It is hereby declared and agreed that, notwithstanding anything to the contrary the within written policy is extended to be operative whilst the person described in the schedule learns to drive the vehicle described in the Schedule, provided that the insured shall have conformed to the requirements for 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 1 & 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 forth-with.

For the purposes 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.

## 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 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.

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.