

#### **CLAUSE NO. M24 - TOOL OF TRADE**

In consideration of the additional premium paid, cover under this Policy shall be extended in respect of loss or damage to the jack, boom lift, crane or similar equipment fixed in the vehicle mentioned in the schedule, whilst it been used as a tool of the trade in a worksite, where no external accidental damage is caused to the vehicle. Provided always that the Insured shall take all reasonable precautions to prevent/ minimize any loss or damage and shall take all reasonable measures to maintain the vehicle and accessories in sound and efficient working condition and comply with all statutory obligations, regulations by any public authority for the safety of the general public and their property.

This extension shall be subject to an excess of **LKR 7,500** in respect of each and every claim

It is further declared and agreed that this extension shall not provide cover against loss or damage if the insured vehicle/fixed equipment is used to carry/lift a load in excess of that for which it has been designed/manufactured, registered or licensed.

The damages to the third-party property and bodily injuries caused out of the said operation in the work site shall be excluded.

All other terms, exceptions and conditions of the Policy remain unaltered.

#### **Complaints Procedure**

We are committed to serve You with passion and willing to receive Your feedback.

If You are not satisfied with our services, You can lodge a complaint by below methods;

- + By telephone - Customer Care Officer - 011 2126136
- + By email - [pilassist@peoplesinsurance.lk](mailto:pilassist@peoplesinsurance.lk)
- + By WhatsApp - 0716230048
- + By fax - 011 2126109
- + By post - Customer Care Officer, People's Insurance PLC, No. 07, Havelock Road, Colombo 05.
- + Via online - Complaint Submission Form is available on our website [www.peoplesinsurance.lk](http://www.peoplesinsurance.lk) → Please click on the "Complaints" tab
- + By visiting

Below information to be provided when lodging a complaint;

- Complaint in brief
- Your name and contact details
- References: Policy No. / Vehicle No. / Claim No.
- Any supporting documents

The Trilingual Complaints Handling Procedure can be downloaded from Our website [www.peoplesinsurance.lk](http://www.peoplesinsurance.lk) → Please click on the "Complaints" tab

#### **Dispute Resolution**

If You are not satisfied with the resolution given by Us for a complaint lodged, You have the option to use following Alternative Dispute Resolution (ADR) mechanisms.

##### **I. Address Your concerns to**

##### **Insurance Ombudsman of Sri Lanka**

No. 143A, Vajira Road, Colombo 05

Email : [info@insuranceombudsman.lk](mailto:info@insuranceombudsman.lk)

Tel : 011 2505542 / 011 250 5041

##### **II. Arbitration -As per the Arbitration Clause in the Policy Wording**

##### **III. Address Your concerns to:**

##### **Director Investigations**

**Insurance Regulatory Commission of Sri Lanka,**  
Level 11, East Tower, World Trade Centre,  
Colombo 01.

Tel : 011 2396184-9/011 2335167

Email : [investigation@ircsl.gov.lk](mailto:investigation@ircsl.gov.lk)/[info@ircsl.gov.lk](mailto:info@ircsl.gov.lk)

#### **MOTOR VEHICLE POLICY**

This People's Insurance Motor Vehicle Policy is evidence of the contract between **You** and **People's Insurance PLC** We cover you in respect of events occurring during the Period of Insurance in accordance with the terms set out in this Policy, provided that You will pay the premium.

#### **DEFINITIONS**

Any word defined below will carry the same meaning whenever it appears in the Policy, if it begins with a capital letter.

<b>Accessories</b>	Radio cassette compact disc or other audio equipment and other equipment provided or fitted as standard equipment by the vehicle.
<b>Authorized Driver</b>	<p>a. Any person named in Your Certificate of Insurance Persons or Classes of Persons entitled to drive.</p> <p>b. Any person driving the Motor Vehicle with Your permission.</p>
<b>Certificate of Insurance</b>	The document which provides evidence that an insurance contract is in force which satisfies the requirements of the applicable Legislation.
<b>Endorsement</b>	An amendment to Your Policy
<b>Excess</b>	The amount shown in Your Schedule which You Pay for any one incident resulting in a claim.
<b>Legislation</b>	The laws applicable to this Policy : Motor Traffic and subsequent amendments.
<b>Market Value</b>	<p>The cost of replacing the Motor Vehicle with a</p> <p>a. Make and model and</p> <p>b. Condition, specification, mileage and age of the Motor Vehicle prior to the accident.</p>
<b>Motor Vehicle</b>	The Vehicle described in Your Schedule and in respect of which details have been notified to and accepted by Us and including its spare parts, accessories, windscreen and windows.
<b>No Claim Discount</b>	<p>A discount from Your premium in return for :</p> <p>a. Not making or having made a claim, or</p> <p>b. Not having any claim made against You,</p>
<b>Period of Insurance</b>	<p>a. The period</p> <p>1. starting at the Commencement Date of Insurance shown on Your Certificate of Insurance, and</p> <p>2. ending at the Expiry Date of Insurance shown on Your Certificate of Insurance</p> <p>b. and for any following period, but only if We accept Your renewal premium</p>
<b>Policy</b>	<p>The documents consisting of :</p> <p>a. Your Proposal Form</p> <p>b. This Policy Book</p> <p>c. Your Schedule</p> <p>d. Your Certificate of Insurance and</p> <p>e. Any Endorsement</p>

<b>Proposal form</b>	The form signed by You which provides details of :
	<ul style="list-style-type: none"> <li>a. You</li> <li>b. Any other Authorized Driver and</li> <li>c. All material information relevant to the cover which you have requested.</li> </ul>
<b>Theft</b>	<ul style="list-style-type: none"> <li>a. theft</li> <li>b. attempted theft</li> </ul>
<b>We, Us, Our, Insurer Company</b>	People's Insurance PLC
<b>You, Your, Policy Holder, Insured</b>	<p>whoever is named as the Insured in</p> <ul style="list-style-type: none"> <li>a. Your Schedule.</li> <li>b. Your Certificate of Insurance</li> </ul>
<b>EXTENT OF COVER</b>	
DEFINITIONS (which apply only as specified in the schedule hereto)	
A. COMPREHENSIVE	
Section 1 & 2 applicable (In addition, Section 3 applicable to Private Vehicles only)	
B. THIRD PARTY FIRE & THEFT	
Section 1 applicable excluding 1 (a), 1(c), 1(d) and sub Section 7:No Claim Discount	
Section 2 applicable	
C. THIRD PARTY ONLY	
Section 2 only applicable	

#### SECTION 1: DAMAGE TO OR LOSS OF VEHICLE

##### 1. Cover

We cover accidental loss of or damage to :

- the Motor Vehicle
- its accessories and spare parts, on the vehicle.
  - a) by accidental external means.
  - b) by fire, external explosion, self-ignition lightning or burglary, house breaking or theft.
  - c) by malicious act.
  - d) whilst in transit by road, rail, inland waterway, lift or elevator

Provided the loss or damage is covered under Your Policy, We will settle Your claim at Our option as stated below subject to any Policy limits and any applicable Excess.

##### (a) the Motor Vehicle

Following loss of or damage to the Motor Vehicle,

- i). in case where repair can be economically carried out We will pay for repairing the damage.
- ii). where the Motor Vehicle is stolen and not recovered or where repair cannot be economically carried out, We will pay the Market Value of the Motor Vehicle or the declared value whichever is less.

##### (b) Accessories and spare parts

Following loss of or damage to Accessories and spare parts:

- i). in case where repair can be economically carried out, We will authorize repair or pay for repair to the damage.
- ii). in case where the item is lost and not recovered or where repair cannot be economically carried out, We may, at our option, arrange replacement with a similar item of equivalent pre-loss or damage quality and value.

#### CLAUSE NO. M18 - THIRD PARTY PROPERTY DAMAGE

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

#### CLAUSE NO. M19 - DRIVING TUITION

In consideration of the Insured having paid an additional premium, it is hereby declared and agreed that notwithstanding anything to the contrary contained herein the within written policy is extended to be operative whilst the Insured or his authorized representative uses the vehicle described in the Schedule hereto for driving tuition subject to the requirements of Motor Traffic Act No.14 of 1951 and subsequent amendments in regard to the learners.

In consideration of this extension the Insured shall bear the first Rs.2,500/- on each and every claim irrespective of any other excess under the policy.

#### CLAUSE NO. M20 - HIRER DRIVING

In consideration of the Insured having paid an additional premium, it is hereby understood and agreed that notwithstanding anything to the contrary contained in this policy, policy shall be operative while the motor vehicle is let on hire by the Insured to any person (hereinafter called the "Hirer") who:-

1. Shall have entered into a Hire Contract with the Insured.
2. Shall have satisfied the insured.

- (a) that such vehicle will be driven only by a person duly licensed to drive whose licence has not been endorsed.
- (b) that such person has not been refused Motor Insurance or had his Insurance Policy canceled or had special conditions imposed or had increased premium asked for by reason of claims experience.

While such vehicle is let on hire to the hirer the company shall not be liable for any loss damage or liability due to or arising from theft or conversion by the hirer.

#### CLAUSE NO. M21 - COMPULSORY EXCESS

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this Policy the Insured in respect of each and every event shall be responsible for the sum specified in the Schedule(s) (or any less expenditure which may be incurred) of any expenditure for which provision is made there under (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 forth with.

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

#### CLAUSE NO. M22 - INSTITUTIONAL LOAN

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

#### CLAUSE NO. M23 - THEFT OF PARTS EXTENTION (PRIVATE DUAL PURPOSE VEHICLES ONLY)

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

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

	Applicable to Motor Cycles	Applicable to all other Vehicles
The Preceding year	10%	10%
Preceding 2 consecutive years	15%	15%
Preceding 3 consecutive years	20%	20%
Preceding 4 consecutive years	25%	25%
Preceding 5 consecutive years	30%	30%
Preceding 6 consecutive years	35% (Max)	35%
Preceding 7 consecutive years		40%
Preceding 8 consecutive years		45%
Preceding 9 consecutive years		50%
Preceding 10 consecutive years		55%
Preceding 11 consecutive years		60%
Preceding 12 consecutive years		65%
Preceding 13 consecutive years		70%
Preceding 14 consecutive years		75%
Preceding 15 consecutive years		80% (Max)

Your No claim Discount will be reduced next year by the percentage earned by the immediate past three (03) years, for any claim made during year.

If we consent to a transfer of interest in this policy the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee.

If more than one Motor Vehicle is described in the Schedule(s) of this Policy the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

In the event Your Motor Vehicle(s) is insured under this Policy as Fleet Rated Risks, Your No Claim Discount shall not be applicable.

## SECTION 2 : LIABILITY TO THIRD PARTIES

### LIMITS OF LIABILITY SECTION 2 : LIABILITY TO THIRD PARTIES

PRIVATE MOTOR CARS	ALL OTHER VEHICLES
--------------------	--------------------

Limit of the company's Liability under section 2-1 (a) Unlimited      Unlimited

Limit of the company's Liability under section 2-1 (b) Rs.5 million      Rs.15,000/-  
Or such greater amount as  
may be stated in the schedule.

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

### 1. Indemnity to You

Subject to the limits of liability stated in this Policy We will indemnify You against all sums including claimant's costs and expenses which the You shall become legally liable to pay in respect of

- (a) accidental death or bodily injury to any person
- (b) accidental damage to property up to the limit specified in the Schedule where such death or injury or damage arising out of an accident caused by or arising out of
  - i). use of the Motor Vehicle.
  - ii). the driving by You of any private Motor Car other than those hired (under a Hire Purchase Agreement or otherwise) to You or Your employer or Your partner.

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 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel 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 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;

### A. INSTITUTE CYBERATTACK 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.

### **CLAUSE NO. M13 - LEARNER DRIVER**

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

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

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

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

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

### **CLAUSE NO.M14 - WINDSCREEN/WINDOWS**

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

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

### **CLAUSE NO. M15- SPECIFIED NATURAL PERILS**

In consideration of the Insured having paid an additional premium, We agree to cover Your Vehicle against, Storm (Typhoon, Hurricane, Cyclone, Tornado) Flood, Earthquake, Volcanic Eruption, Earth Slips, Landslides, Tidal waves and Inundation of the sea.

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

### **CLAUSE NO. M16 - TOWING CHARGES**

In consideration of the Insured having paid an additional premium, the maximum amount payable in respect of item 4 of Section 1 of the Policy is increased to the amount stated in the Schedule subject to the terms, exceptions and conditions of this policy.

### **CLAUSE NO. M17 - EXCLUDED ITEMS**

In consideration of the Insured having paid an additional premium, it is hereby declared and agreed that the Company will indemnify the Insured in respect of damage to lamps, tyres, mudguards, buffers, buffer brackets, buffer aprons and/or paint- work subject to an excess of Rs. 1,000/= each and every loss.

If we choose a cash settlement, We will pay You an amount equal to the amount which We would have paid had repair or replacement been carried out.

### **2. EXCEPTIONS TO SECTION - 1**

We do not cover :-

a. damage to tyres and tubes unless is caused to other parts of Your vehicle simultaneously in the same accident 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.

b. loss of or damage to accessories, spare parts or integral parts by theft unless such vehicle is stolen at the same time other than on vehicles insured as Private Cars.

c. loss of or damage to windscreen(s)/windows on vehicles registered as Buses, Omnibuses and Motor Coaches in excess of 10 percentum of:

i. the Insured's estimate of value (including accessories and spare-parts) of such motor vehicle,

ii. the value of such motor vehicle (including accessories and spare-parts), whichever is the less

d. loss of or damage to lamps, tyres, mudguards, buffers, buffer aprons, buffer brackets and or paint work on all vehicles insured for hiring purposes.

e. Loss of use or any other consequential loss.

f. depreciation, wear and tear mechanical or electrical breakdown, failures or breakages.

g. damage caused by overloading or strain.

h. loss or damage to the jack, boom lift, crane or similar equipment fixed in the vehicle, unless an external damage is caused to the vehicle due to an accident.

### **3. Own Damage Excess**

The own damage Excess stated in the Schedule applies to all accidental damage claims under this Policy. If the expenditure incurred by Us shall include the amount for which You are responsible, You are liable to repay the amount of the Excess to Us. No excess is applicable if the loss or damage is caused by fire, lightning or theft.

### **4. Protection and Removal**

Provided the loss or damage is covered under Your Policy, We will pay the reasonable cost of protection of the vehicle and removal to the nearest repairers approved by Us and redelivery to You. Our liability in respect of any one accident is up to Rs.5,000/- on Motor Cycles and Rs.10,000/- on all other Motor Vehicles.

### **5. Replacement of Parts**

In the event of loss or damage to the Motor Vehicle and its Accessories necessitating the supply or a part not obtainable from stocks held in Sri Lanka, we may exercise the option to pay in cash the amount of the loss or damage up to

a. i. the price quoted in the latest catalogue or price list issued by the manufacturer of his agents in Sri Lanka: or

ii. if no such catalogue or price list exists the price list obtained 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

### **6. Notification of Damage Claims**

In the event of such Motor Vehicle sustaining damage for which we may be liable under this Policy immediate notice shall be given to Us and no work shall be commenced nor shall any part of such Motor Vehicle be dismantled nor You shall accept any estimate of the cost of any repair to such Motor Vehicle without our prior written approval.

### **7. NO CLAIM DISCOUNT (applicable only for Comprehensive Policies)**

In the event of no claim being made or arising under this Policy, Your No Claim Discount will be increased each year to the percentages shown below.

Provided always that :-

- (a) Such person is not less than 16 years and not more than 65 years of age at the time of such injury
- (b) We will not pay more than one benefit in respect of death or bodily injury in respect of any one accident. No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- (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 intentional self-injury, suicide (whether felonious or not) or attempted suicide, physical defect or infirmity or 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. No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
- (e) Not more than the number of persons specified in the Certificate of Registration are in the said vehicle at the time of occurrence of such injury and this shall apply in respect of cover taken for passengers only.
- (f) The strike, riot, civil commotion and terrorism extension under the Policy shall not apply to the extension of insurance by this Clause unless specifically covered.

#### **CLAUSE NO. M06 - PASSENGER RISK (APPLICABLE TO COMMERCIAL PASSENGER CARRYING VEHICLES)**

In consideration of the payment of an additional premium, it is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 2 of this Policy but subject otherwise to the terms, exceptions and conditions of this Policy the Company will indemnify the Insured, or any other person indemnified under Section 2 of this Policy against all sums including claimants costs and expenses, which he shall become legally liable to pay in respect of death 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 hereto but such indemnity is limited to the sum specified in the Schedule in respect of any one such passenger

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

#### **CLAUSE NO. M07 - PASSENGER LIABILITY (APPLICABLE TO OMNI BUSES WITH ROUTE PERMITS)**

In consideration of the Insured having paid an additional premium, it is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 2 – 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 2 of this Policy against all sums including claimants costs and expenses which he shall become legally liable to pay in respect of damage to property and death of or bodily injury to any passenger being carried in or upon or entering or getting on to or alighting from any vehicle described in the Schedule thereto.

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

#### **6. Alteration of Risk**

You must notify Us as soon as possible of any alteration of risk which materially affects Your Policy. Material information would include :

- (a) any special feature of the Motor Vehicle
  - (b) any special use of the Motor Vehicle
  - (c) the history of any driver
  - (d) a health condition which affects any driver; or any other information which makes losses more likely to happen, or make losses more serious, if they do happen.
- We may re-assess Your Policy cover and premium following notification of material information. Failure to disclose all material information may result in :
- a. the wrong terms being quoted
  - b. claim being rejected or reduced : and
  - c. Your Policy being invalid

#### **7. Property Damage Clarification**

Property damage covered under this policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this agreement:-

- (a) Loss or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

#### **8. Cancellation**

We may cancel Your Policy by giving seven days' notice by registered post to Your last known Address and in such event will return to You, the premium paid less the pro-rata portion for the period your Policy has been in force. You may cancel Your Policy by writing to Us giving seven days (07) notice and returning Your current Certificate of Insurance to Us. We will give You a refund of the premium paid less the portion for the period Your policy has been in force, calculated at short period rates. Provided always that the refund of premium is applicable only in the absence of a claim prior to the cancellation.

#### **9. Other Insurance**

If at the time any claim arises under Your Policy there is any other insurance covering the claim We will pay You only Our rateable portion.

#### **10. Arbitration (Not Applicable to Section 2)**

Any dispute between Us and You arising out of this policy shall be referred to the decision of a sole Arbitrator by the consent of the parties or if they cannot agree a single arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an umpire appointed in writing by the Arbitrators before entering upon the reference. The umpire shall sit with the Arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against the company

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.

#### **11. Jurisdiction Clause**

The cover provided under the policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Sri Lanka.

#### **12. Premium Warranty**

12.1 Notwithstanding anything herein contained but subject to clause 12.2 and 12.3 hereof, it is hereby agreed and declared that the full premium due and payable in respect of this insurance is required to settle to the Company on or before the premium due date specified in the Schedule of this Policy, Renewal Certificate, Endorsement or Cover Note (Which shall be a date not exceeding Sixty (60) days from the date of Inception of the Policy) and in the absence of any such premium due date, the full settlement of the premium is required to be made or effected on or before the expiry of the Sixty (60) days from the date of inception of this Policy, Renewal Certificate, Endorsement or Cover Note (hereinafter referred to as the "due date") For the purpose of this warranty the "due date" shall be recognized from the date of inception or commencement of the coverage.

12.2 It is also declared and agreed that the settlement of the full premium on or before the due date shall operate as a condition precedent to the company's liability or an obligation to settle claims under this policy, Renewal Certificate, Endorsement or Cover Note. In the event of any claim arises between date of commencement of this insurance and the "due date" for the settlement of premium, the company may defer any decision on liability or postpone the settlement of any such claim until full settlement of the premium is effected on or before the "due date"

12.3 It is also declared and agreed that where the full premium payable hereunder remains outstanding as at the closure of business of the insure on the "due date" then the cover under this insurance and any obligations assumed or imputed under this insurance shall stand to be cancelled, ceased and revoked immediately. However, such cancellation will not prejudice the rights of the Company to invoke any legal defence or to recover the full or any part of the defaulted premium attributable to the expired period of the Insurance.

#### **13. Conditions Precedent to our Liability**

Your insurance cover is a legal contract between you and us. It is subject to the conditions contained in this policy, schedule and certificate of Insurance, and

- The completeness and accuracy of information in the proposal form, Statements, Claims or Documents given by you to us and
- Compliance with the conditions of the policy.

#### **14. Application of Limit of Indemnity for Underinsurance**

If the vehicle hereby insured shall at the time of loss or damage covered by the Policy, be greater Market Value than the value declared by you thereon, then you shall be considered as being your own insurer for the difference and shall bear a rateable proportion of the loss, or damage accordingly. Every vehicle, if more than one, shall be separately subject to this condition.

**THE FOLLOWING CLAUSE APPLY ONLY IF SPECIFICALLY DECLARED IN THE POLICY SCHEDULE. ALL TERMS, CONDITIONS AND EXCEPTIONS OF THE POLICY SHALL APPLY EXCEPT IN SO FAR AS THEY ARE EXPRESSLY VARIED.**

#### **CLAUSE NO. M01 - DUTY FREE VEHICLES**

It is hereby declared and agreed that the value for Insurance which includes accessories and spare parts appearing in the schedule (s) of the within policy as declared by the Insured, excludes the local customs Duties.

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

#### **CLAUSE NO.M02 - HIRE PURCHASE/LEASE**

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

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

#### **CLAUSE NO.M03 - VOLUNTARY EXCESS (ALL CLAIMS)**

The voluntary Excess stated in the Schedule applies to all accidental damage claims under this Policy.

If We have incurred any expenditure which include the loss damage Excess, You are responsible to repay the amount of the Excess to us.

No Excess is applicable if the loss or damage is caused by fire, lightning, external explosion or theft.

#### **CLAUSE NO. M 04 - AUTOMOBILE ASSOCIATION**

As You are a member of the Automobile Association of Ceylon a discount has been allowed off the premium for this Policy.

#### **CLAUSE NO.M 05 - PERSONAL ACCIDENT BENEFITS**

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

#### **SCALE OF COMPENSATION**

(Applicable on the sum insured mentioned in the Schedule of the Policy in respect of this Clause)

1. Death .....	100%
2. Total and irrecoverable loss of all sight in both eyes or total..... loss by physical severance, at or above the wrist or ankle of both hands or both feet or of one hand together with one foot.	100%
3. Total loss by physical severance, at or above the wrist or ankle,..... of one hand or one foot together with the total and irrecoverable loss of all sight in one eye.....	100%
4. Total loss by physical severance at or above the wrist or ankle, of one hand or one foot or the total and irrecoverable loss of all sight in one eye	50%
5. Total disablement from engaging in or giving any attention to such person's occupation per week for a period not exceed 13 consecutive weeks.	0.5%

## **CONDITIONS**

### **1. Interpretation**

The Policy and Schedule and current Certificate of Insurance shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the said documents shall bear such meaning whenever it may appear.

### **2. Care of the Vehicle**

You shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain it in road worthy and efficient condition. We shall have at all times free and full access to examine the Motor Vehicle or any part thereof. In the event of any accident or breakdown such Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if on Your own accord the Motor Vehicle be driven before the necessary repairs have been completed and as a result the vehicle gets damaged further, We will not be liable for such damage.

### **3. Notification of Claim**

You must notify any of the following to Us as soon as possible.

- (a). any accident which may give rise to claim
- (b). civil or criminal proceedings

If there has been a Theft You must tell the Police as soon as possible. We may request You to provide all details in writing together with supporting evidence which We may reasonably require. If any of the following documents are served on You or any person in connection with any incident then they must be sent to Us as soon as possible:

- Writs
  - summons
  - letters of claim; and
  - other correspondence
- You must not answer any correspondence without Our written consent. We will not unreasonably withhold Our consent.

In case damage to the Motor Vehicle insured is indemnifiable by this Policy You shall decide whether or not to claim for it and if so shall submit such a claim to us within fourteen (14) days of occurrence of discovery of damage.

### **4. Conduct of Claim**

If an event happens that causes loss, damage or injury:

- (a.) We may take over and conduct in Your name the defence or settlement of any claim against You. We have full discretion in the conduct of any proceedings and settlement of any claim : and
- (b.) You must give Us whatever information or assistance We reasonably request. You must not admit, deny, negotiate or promise to pay any claim without Our Written consent. We will not unreasonably withhold Our consent.

### **5. Forfeiture**

If the claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under Your Policy or if any loss or damage be occasioned by Your willful act or with Your connivance or if any false declaration or statement be made in support thereof, all benefits under Your Policy shall be forfeited.

When the vehicle is used for any tour/Journey outside the route permits Clause No M.06, will apply subject to limits specified in the Schedule.

In the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Clause will be allowed.

### **CLAUSE NO. M08 - WORKMEN'S COMPENSATION INSURANCE**

In consideration of the Insured having paid an additional premium, the Company undertakes to pay compensation in the terms of the Workmen's Compensation Ordinance, 1934, and subsequent amendments of the said Ordinance passed prior to the date of issue of this Clause in respect of personal injury to any paid driver and/or attendant/cleaner and or labourer(s) as specified in the Schedule of any Motor Vehicles described in the Schedule hereto while engaged in the service of the Insured and will in addition be responsible for all costs and expenses incurred with its written consent.

The Insured shall certify at the expiry of each period of Insurance the maximum number of drivers, (and/or attendants/cleaners and or 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 :-

- i) This Clause does not indemnify the Insured in respect of liability directly or indirectly, proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power
- ii) This Clause does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any Insurer or group of Underwriters, a Policy of Insurance in respect of liability as herein defined for his general employees.
- iii) The Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
- iv) The Insured shall keep a record of the name of each driver/attendant/cleaner or labourer employed and amount of wages, salary and other earnings paid to such employees and shall at all times allow the Company to inspect such record.
- v) The premium paid in respect of this Clause shall not be subject of the rebate provided under the "No-Claim" Rebate Clause of this Policy. Any payment made by reason of this Clause shall not be deemed to be a claim under the Policy for the purpose of the said "No Claim" Rebate Clause.
- vi) In the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Clause will be allowed.
- vii) Labourer s being conveyed on the Insured vehicle for the purpose of loading or un-loading shall not be considered as attendants for the purposes of this Clause.
- viii) Such compensation shall only be payable where the employee or his dependents as the case may be agree to accept it in full satisfaction and discharge of claims against the Insured. Failing such agreement, the Company will indemnify the Insured against his legal liability at Common Law which will be limited to LKR 2,000,000.00 (per person). Defense costs are included within and not in addition to the limit of liability and will in addition be responsible for all litigation expenses incurred with its written consent.

#### **CLAUSE NO. M09 - GOODS IN TRANSIT (HAZARDOUS)**

In consideration of the payment of an additional premium, it is hereby declared and agreed that the Company will, subject to the terms, exceptions and conditions of this Policy, indemnify the Insured against damage (other than damage caused directly or indirectly by fire or explosion or strike, riot, civil commotion and terrorism 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 stated in the Schedule(s) in respect of any one occurrence.

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

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

The cover provided under the within Clause does not include any petroleum, fibre, cotton, cotton waste, paper waste, explosives unless specifically covered.

#### **CLAUSE M10 - GOODS IN TRANSIT (NON-HAZARDOUS)**

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

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

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

Chinaware & Earthenware	Clocks or Watches	Jewellery	Petroleum
Glassware	Electrical Appliances or Parts	Furniture	Fibre
Ornaments	pictures, Prints or Drawings	Liveslock	Cotton Waste
Wine or Sprnts	Goods in Glass containers	Paper Waste	Explosives
Scientific Instruments	Photographic Equipment	Electronic Items	

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

(b). strike riot and civil commotion

(c). any act of terrorism  
for the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), 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

This insurance also excludes loss, damage, cost or expense of whatsoever nature, directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) and (c).

(d). detention, seizure, confiscation or any attempt thereto.

(e). flood, storm, cyclone or other atmospheric disturbances, volcanic eruption, earthquake or other convulsion of nature.

#### **(4) Radioactivity and Nuclear Weapon Material**

**We do not Cover:**

any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing currently or in any other sequences to the loss:-

(a). ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

(b). the radioactive, toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

(c). any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

#### **(5) Unregistered /deregistered Vehicles**

**We do not Cover:** any Motor Vehicle being used or driven is not registered under the Legislation or when registration under Legislation is cancelled

#### **(6) e-Risk Endorsement**

**We do not Cover:**

(a). total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, misappropriation of ELECTRONIC DATA.

(b). error in creating, amending, entering, deleting or using ELECTRONIC DATA, or

(c). total or partial inability or failure to receive, send, access or use ELECTRONIC DATA for any time or at all from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

ELECTRONIC DATA means facts, concepts and information converted to a form usable for communication, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmers, software and other coded instructions for such equipment

## **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 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 1.1 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.2 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 1.3 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;

## **A. INSTITUTE CYBERATTACK 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, 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 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.

## **CLAUSE M12 - TERRORISM**

In consideration of a payment of an additional premium, it is hereby declared and agreed that notwithstanding anything contained to the contrary in the Strike Riot and Civil Commotion endorsement/clause/extension of the within written policy, the insurance granted therein is extended to include loss or damage other than Consequential Losses of any kind directly relating to or caused by any act of terrorism which means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or Government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

## **2. Indemnity to Authorized Drivers**

We will indemnify Your Authorized Driver in respect of legal liability which he may become legally liable to pay up to the same limits mentioned above in respect of :

- (a). accidental death or bodily injury to the persons; and/or
- (b). accidental damage to property arising out of the use of or caused by the use of the Motor Vehicle.

Provided such Authorized Driver

- i) is not entitled to be covered under any other Policy,
- ii) shall as though he were You observe, fulfil and be subject to the Terms and Conditions of this Policy in so far as they apply.

Provided the person driving is permitted according to the licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by an Order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Vehicle.

## **3. Indemnity to Personal Representatives**

In the event of the death of any person entitled to indemnity under this Section, We 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 of this Policy in so far as they apply.

## **4. Expenses**

We will pay all costs and expenses incurred with Our written consent.

## **5. Representation and Defence**

We may at our option

- a). arrange for representation at any inquest or inquiry if the subject matter may involve Our liability under this Section
- b). undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which maybe the subject of indemnity under this Section.

## **6. EXCEPTIONS TO SECTION 2**

### **We shall not be liable for**

- (a) death or bodily injury to any person (including You) driving/riding the vehicle
- (b) death or bodily injury to any person employed by You arising out of and in the course of the employment.
- (c) damage to property belonging to You or held in trust by or in the custody or control of You or any member of Your household or being conveyed by such vehicle.
- (d) death or bodily injury to any person being carried in or upon or entering or getting on to or alighting from any vehicle insured as a hiring passenger carrying vehicle described in the Schedule.
- (e) 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;
- (f) damage to any bridge and/or weigh-bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of such vehicle and/or load carried by such vehicle;
- (g) death, injury or damage caused an arising out of explosion of the boiler of such vehicle unless such death or injury is caused by, or arises out of the use of such vehicle;
- (h) death, injury or damage caused or arising out of the operation or use of any tool or of plant forming part or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant.

### **SECTION 3: MEDICAL EXPENSES**

If You, Your Authorized Driver or any of Your passengers sustain bodily injury as a result of an accident involving the Motor Vehicle, We will pay upto Rs.10,000 for each injured person.

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

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

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**

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

### **GENERAL EXCEPTIONS**

#### **(1) Use and Driving which we do not cover**

We shall not be liable under this Policy in respect of any accident loss, damage and/or liability caused, sustained or incurred

- (a). outside the land limits of Sri Lanka.
- (b). whilst any Motor Vehicle in respect of or in connection with which Indemnity is provided under this Policy is :

  - (i). used otherwise than in accordance with the "Limitation as to Use" in Your certificate of insurance.
  - (ii). being driven by any person other than an Authorized Driver
  - (iii). being driven by You or an Authorized Driver after having consumed or used intoxicating liquor or drugs.

#### **(2) Contractual Liability**

**We do not cover;** any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

#### **(3) War and Allied Perils, Detention, Seizure and Confiscation, and Natural Perils**

##### **We do not cover;**

any accident, loss, damage and/or liability (except so far as 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, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority, mutiny, insurrection, rebellion, revolution, military or usurped power or any event which determine the proclamation or maintenance of martial law or state of siege; or

### **CLAUSE M11 – STRIKE, RIOT CIVIL COMMOTION**

The words : "Riot Strike and Civil Commotion" in General Exception 3 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 or not 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 wilful 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, the act of foreign enemies, hostilities or war like 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.8 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:



## MOTOR INSURANCE POLICY

Please read this policy carefully and if any error is found or if the cover is not in accordance with your needs, please return it to us immediately for correction.

**PEOPLE'S INSURANCE PLC**

(Company No PB 3754 PQ)

No.07, Havelock Road, P.O.Box 215, Colombo 05.

T:+94 11 2 126 126

F:+94 11 2 126 422

