

- f) damage to tyres by braking, punctures, cuts or bursts;
- g) loss, damage or liability directly or indirectly, proximately or remotely occasioned by, contributed by, or traceable to or arising out of or in connection with flood, typhoon, hurricane, windstorm, volcanic eruption, earthquake or other convulsion of nature, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, riots, strikes, mutiny, civil commotion, military or popular rising, insurrection, rebellion, revolution military or popular 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, armed or unarmed robbery, armed or unarmed shifta action, hold up or —ny act of bunditary;
- h) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising from any loss of use or any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - I. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - II. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;
- i) Loss, damage or liability caused or arising outside the territorial limit of Ethiopia;
- J) Loss, damage or liability caused by overloading or strain or the number of persons exceeding the seating capacity of the vehicle described in the Schedule as specified in the ownership booklet issued by the licensing authority;
- k) Contractual liability;
- L) loss, damage or liability caused or arising whilst any motor vehicle described in the Schedule is being used in racing, pace making, reliability trial or speed testing or for any purpose in connection with the motor trade or for the transport of goods or the conveyance of passengers for monetary or equivalent consideration or is being driven by the Insured (by any other person with the general knowledge and consent of the insured) whilst not permitted by any licensing authority to drive such motor vehicle or whilst under the influence of intoxicating liquors or drugs;
- m) loss of or damage to the insured motor vehicle or any form of liability whilst the insured motor vehicle is towing any trailer not specifically insured with the Company or any disabled mechanically propelled motor vehicle.

SECTION III - POLICY CONDITIONS

1. COMPLIANCE WITH CONDITIONS

The due observance, fulfillment and compliance with the conditions of this policy by the Insured and the truth of the statements and the answers in the proposal or accident report shall be conditions precedent to any liability of the Company to make any payment under this Policy.

2. CARE OF MOTOR VEHICLE

The Insured shall take all reasonable steps to safeguard the motor vehicle from loss or damage and maintain the vehicle in efficient and road worthy condition. The Company shall have at all times free and full access to examine the motor vehicle or investigate all circumstances of any loss or damage. In the event of any accident or breakdown, the motor vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the motor vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to the motor vehicle shall be excluded from the scope of the indemnity granted by this policy.

3. NOTIFICATION OF ACCIDENT.

In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall, as soon as possible, give notice in writing thereof to the Company with full particulars. Every letter claim writ summons and/or process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending, prosecution, inquest or fatal inquiry in connection with any such occurrence. in case of theft or other criminal act