

AUTO CARE PLUS POLICY

W H E R E A S the insured described in the Schedule hereto (hereinafter called “the Insured”) by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Orient Insurance Limited, (hereinafter called “the Company”) for the insurance hereinafter contained and has paid or agreed to pay the premium stated in the said Schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance stated in the said Schedule or during any period for which the Company may accept payment for the renewal of this policy.

NOW THIS POLICY WITNESSETH:

That subject to the Terms Exceptions Conditions and Clauses contained herein or endorsed or otherwise expressed hereon.

POLICY COVERAGE

DEFINITIONS (which apply only as specified in the schedule hereto)

- A **COMPREHENSIVE**
Section 1 & 2 applicable
(In addition Section 3 applicable to Private Cars only)
- B **THIRD PARTY FIRE & THEFT**
Section 1 applicable excluding 1(a), 1(d), 1(e) and sub section (5)
Section 2 applicable
- C **THIRD PARTY ONLY**
Section 2 only applicable

LIMITS OF LIABILITY

	PRIVATE CARS	ALL OTHER RVEHICLES
Limits of the Company's liability under Section 2-1 (a)	Unlimited	Unlimited
Limits of the Company's liability under Section 2-1 (b)	Rs.10,000,000/-	Rs.30,000/-
Limits of the Company's liability under Section 3	Rs. 5,000/-	Nil
In respect of any one accident		

This Policy, Proposal Form, Current Certificate of Insurance and Schedule shall be read together as one contract.

SECTION 1 – LOSS OR DAMAGE TO VEHICLE

1. The Company will indemnify the Insured against loss of or damage to any Motor vehicle described in the Schedule(s) hereto and/or accessories and spare parts whilst thereon
 - (a) by accidental external means
 - (b) by fire, external explosion, self-ignition, lightning
 - (c) by theft (Theft of parts is excluded in the case of vehicles used for commercial purposes unless the loss results from Theft of the whole vehicle)
 - (d) by malicious act
 - (e) whilst in transit by road, rail, inland waterway, lift or elevator

But excluding:-

- (i) Damage to tyres and tubes unless such Motor vehicle sustains other damage at the same time in which event the liability of the Company in respect of damage to tyres and tubes shall not exceed 50 per centum of the cost of replacement.
 - (ii) loss of or damage to accessories, integral parts or spare parts by burglary house breaking or theft unless such vehicle is stolen at the same time other than on vehicles insured as Private Cars.
 - (iii) Air bags on vehicles unless the cause of activation of the air bag is the result of an accident indefinable in terms of this policy.
 - (iv) loss of or damage to windscreen(s) fixed glasses on vehicles registered as Buses, Omnibuses and Motor Coaches in excess of 10 per centum of;
 - (a) The insured's estimate of value (including accessories and spare – parts) of such motor vehicle or the market value of such motor vehicle (including accessories and spare – parts) whichever is less.
 - (v) Loss of or damage to lamps, tyres, mudguards, buffers, buffer aprons, buffer brackets and / or paint work on all vehicles insured for hiring purposes.
2. The Company shall not be liable to make any payment in respect of consequential loss, depreciation, wear and tear, mechanical, electrical or electronic breakdown, failures or breakages, nor by overloading or strain, or by the nature of the load of such vehicle.
3. In the event of such Motor vehicle being disabled by reason of loss or damage covered under this policy the Company will bear the reasonable cost of protection and removal to the nearest repairers approved by the Company and redelivery to the Insured, but not exceeding in all Rs. 500/- on Motor Cycles and Rs.5,000/- on all other vehicles in respect of any one accident.
4. In the event of such Motor vehicle sustaining damage for which the Company may be liable under this policy immediate notice shall be given to the Company and no work shall be commenced nor shall any part of such motor vehicle be dismantled nor shall the Insured accept any estimate of the cost of any repair to such Motor Vehicle without the prior approval in writing of the Company.

5. NO CLAIM BONUS (APPLICABLE ONLY FOR COMPREHENSIVE POLICIES)

In the event of no claim being made or arising under this Policy during a Period of Insurance specified in the Schedule immediately preceding the renewal of this Policy, the renewal premium for such period of Insurance as is renewed shall be reduced as follows:

	Motor Cycles	Private Cars	All other vehicles
The preceding year	10%	15%	10%
Preceding 2 consecutive years	15%	20%	15%
Preceding 3 consecutive years	20%	25%	20%
Preceding 4 consecutive years	25%	30%	25%
Preceding 5 consecutive years	30%	35%	30%
Preceding 6 consecutive years	-	40%	35%
Preceding 7 consecutive years	-	45%	40%
Preceding 8 consecutive years	-	50%	45%
Preceding 9 consecutive years	-	55%	50%
Preceding 10 consecutive years	-	60%	55%
Preceding 11 consecutive years	-	65%	60%

Should the Company consent to a transfer of interest in this Policy, the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee.

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

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.

AVERAGE CLAUSE

It is hereby declared and agreed that, if the vehicle hereby insured shall at the time of loss or damage covered by the policy, be of greater market than the value declared by the Insured thereon, then the Insured shall be considered as being his 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. It is further understood and agreed the market value of the vehicle means the value of the vehicle of similar make, model and of similar condition.

SECTION 2 – LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability stated in this policy the Company will indemnify the insured in the event of accidents, caused by or through or in connection with any Motor vehicle described in the said schedule(s) (including loading and unloading of vehicles other than private cars and motorcycles) against all sums, including claimants costs and expenses which the Insured shall become legally liable to pay in respect of:
 - (a) Death of or bodily injury to any person, except where such death or injury arises out of and in the course of the employment of such person by the Insured and excluding liability to any person being a member of the Insured's household who is a passenger in such Motor vehicle unless such person is carried by a reason of or in pursuance of a contract of employment.
 - (b) Damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or any member of the Insured's household of being conveyed by such vehicle.
 - (c) Damage to property caused by sparks or ashes from such vehicles.
 - (d) Death of or bodily injury to any passenger being carried in or upon entering or getting on to or alighting from any vehicle insured as a hiring passenger carrying vehicle described in the schedule hereto but such indemnity is limited to the sum of Rs. 2,000/- 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 maximum number of passengers stated in the schedule (in addition to the conductor & driver) the Insured shall repay to the company a rateable proportion of the total amount payable by the company by reason of this provision in respect of such accident in connection with such vehicle.

Provided always that on vehicles other than private cars and motor cycles the Company shall not be liable in respect of

- (i) Death, injury or damage caused or arising beyond the limits of carriage way or thoroughfare in connection with the bringing of the load to such vehicle for loading thereon or the taking away of the load from such vehicle after unloading therefrom.
 - (ii) Death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or getting on to alighting from such vehicle at the time of the occurrence of the event out of which any claim arises;
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 vehicle provided that such person.
 - (a) is not entitled to indemnity under any other Policy,

- (b) Shall as though he was the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this policy in so far as they can apply.
4. In terms of and subject to the limitations of the indemnity which is granted by this Section in connection with
- (a) Any Motor Cycle described in the Schedule (s) hereto the Company will indemnify the insured personally riding a Motor Cycle (but not a Motor Vehicle) not belonging to him and not hired to him under a hire purchase agreement.
- (b) Any private car described in the schedule (s) hereto the company will indemnify the insured whilst personally driving a private motor car (but not a motor cycle) not belonging to him and not hired to him under a hire purchase agreement.
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, provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this policy in so far as they can apply.
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 defence of proceedings in any Court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.
7. The company shall not be liable for any damage to any bridge and/or weighbridge 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 such vehicle.

SECTION 3 – MEDICAL EXPENSES (APPLICABLE TO PRIVATE CARS ONLY)

Subject to a limit of liability of Rs. 5,000/- in respect of any one accident, 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 the Motor vehicle(s) described in the schedule other than a paid driver and/or attendant and/or cleaner as the direct and immediate result of an accident to such Motor vehicle.

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, Sections 102 and 105, but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

APPLICATION OF LIMITS OF INDEMNITY

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

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 accident loss, damage and/or liability caused, sustained or incurred not notified to the company within 48 hours of the event.
3. Any claim arising out of any contractual liability,
4. Any accident, loss, damage and/ or liability caused sustained or incurred whilst any Motor vehicle in respect of or in connection with which insurance granted under this Policy is :-
 - (a) Being used for any purpose not permitted by the current Certificate of Motor Insurance,
 - (b) Being driven by or is for the purpose of being driven by him in the charge of any person not authorized by the current Certificate of Motor Insurance,
5. Any accident, loss, damage and/or liability directly or indirectly, proximately or remotely occasioned by, contributed to, by or traceable to or arising out of or in connection with flood, storm, tempest, cyclone or other atmospheric disturbances, volcanic eruption, earthquake or other convulsion of nature, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, strike, riot, civil commotion, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident, loss, damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim,
6. Any accident, loss or damage arising directly or indirectly whilst the Insured or any person driving such Motor vehicle having consumed any intoxicating liquor or any drugs.
7. Sanction Clause

The Company is not liable to make any payments for liability under any coverage sections of this policy or make any payments under any extension:

For any loss or claim arising in, or where the insured or any beneficiary under the policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this policy and/or the insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the insured or any other beneficiary under the policy

It is further understood and agreed that no benefits or payments will be made to any beneficiary (ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the insurer, its parent company or its ultimate controlling entity.

All other terms, conditions and exceptions remain unchanged.

8. War & Terrorism Exclusion

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, this agreement does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, arising out of or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect of influencing any government or putting the public or any section of the public in fear.

In any action suit or other proceedings where the reinsurer alleges that by reason of this definition a loss, damage, cost or expense is not covered by this reinsurance agreement, the burden of proving that such loss, damage, cost or expense is covered shall be upon the reinsured.

In the event any portion of this clause is found to be invalid unenforceable, the remainder shall remain in full force and effect.

9. Emerging Risks

It is hereby understood and agreed that this Agreement shall not apply to emerging risks as follows:

1. Electro Magnetic Fields:

any claims or losses arising directly or indirectly out of non-ionic radiation including but not limited to electro Magnetic Fields and/or Electro Magnetic Interference.

2. Genetically Modified Organisms:

any claims or losses arising directly or indirectly from Genetically Modified Organisms ("GMOs"). for the purposes of this exclusion, GMOs shall mean and include:

Organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived. Which have been subject to a genetic engineering process which resulted in their genetic change and shall also mean and include every biological or molecular unit with self-replication potential. Or biological or molecular unit with self-replication potential from which they have been derived. Which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMOs under the applicable laws and /or official regulations relation to genetic engineering or modification in any state, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

3. Transmissible Spongiform Encephalopathy:

Any claims or losses arising directly or indirectly out of Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or New Variant Creutzfeldt-Jakob Disease (vCJD)

4. Toxic Mold

Any claims or losses arising directly or indirectly out of moisture-related damage.

For the purpose of this exclusion, moisture-related damage shall mean and include:

Fungus/fungi, including but not limited to, mold, mildew, mushrooms, yeast, bio-contaminates or any substance produced by, or arising out of, or emanating therefrom

And shall also mean and include

Rot, decay, corrosion or other gradual deterioration, de-lamination, adhesive failure, weakening, or deformation of wood products or other material caused by continuous and/or prolonged and/or repeated contact with water or moisture. This definition applies even if the water and/or moisture also contains chemical elements other than water from or quantity.

10. Nuclear energy risks exclusion clause (amended 1st January, 1989)

1. This agreement excludes nuclear energy risks whether written directly or by way of reinsurance or via pools or associations. Under this agreement the term “nuclear energy risks” means any first or third party insurance (other than workers’ compensation or employees’ liability) in respect of:
 - i. Nuclear reactors and nuclear power station or plant;
 - ii. Any other premises or facilities concerned with
 - a) The production of nuclear energy or
 - b) The production of storage or handling of nuclear fuels or nuclear waste;
 - iii. Any other premises or facilities eligible for insurance by any local nuclear pool or association but only to the extent of the requirements of the local pool or association;
 - iv. Nuclear or radioactive fuel or nuclear radioactive waste.
2. However, this exclusion shall not apply
 - a) To any insurance or reinsurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor’s plant and equipment used in connection therewith):
 - i. For the storage of nuclear fuel – prior to the commencement of storage
 - ii. As regards reactor installation – prior to the commencement of loading of nuclear fuel into the reactor, or prior to the initial criticality, depending on the commencement of the insurance or reinsurance of the relevant local nuclear pool or association.
 - b) To any machinery breakdown or other engineering insurance or reinsurance not coming within the scope of (a) above , not affording coverage in the “high radioactivity” zone;
 - c) To any insurance or reinsurance in respect of the hulls of ships, aircraft or other conveyances.
 - d) To any insurance or reinsurance in respect of loss of or damage to (including any expense incurred therewith) nuclear or radioactive fuel or nuclear or radioactive

waste while in transit or storage as cargo, other than while being processed or while in storage at the reactor installation or any other final destination concerned with production, storage or handling of nuclear fuel or nuclear waste.

Notwithstanding the foregoing, it is understood and agreed as follows:

1. Yellowcake U308, Uranium Hexafluoride UF6 and Uranium Dioxide UO2 are not considered to be nuclear fuels.
2. The word "in transit" in paragraph (d) are intended to include storage as would normally be covered in the ordinary course of transit to final destination under Institute Cargo Clauses or the like;
3. This clause shall not apply to losses occurring in respect of risks attaching prior to 01st January 1989.

11. Political Risk Exclusion

This policy does not insure loss or damage caused by or resulting from:

Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as hereinabove set forth.

CONDITIONS

This policy, the Schedule, the current certificate of Motor Insurance and the proposal form tendered for this 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 this Policy, the Schedule and the current certificate of Motor Insurance shall bear such specific meaning wherever it may appear.

1. The Insured shall take all reasonable precautions to safeguard from loss or damage and to maintain in road worthy and in efficient condition any Motor vehicle described in the Schedule(s) hereto and the Company shall have at all times free and full access to examine such Motor vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown such Motor vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if such Motor vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to such Motor vehicle shall be entirely at the Insured's own risk.
2. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and provided that all current Certificates of Insurance have been returned to the Company and that 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.

3. If at the time of any claim arises under this Policy there is any other existing insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, damage compensation, costs or expenses, provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under sub section 3(a) of Section 2 of this Policy.
4. If any difference shall arises as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act no. 11 of 1995. Where any difference is by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company. The forfeiture shall also operate against the insured's ability to recover the premium paid in respect of this insurance where fraudulent means is employed to obtain benefits under this policy.
5. The due observance and fulfilment of the terms, conditions, clauses and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
6. If the claim is in any respect fraudulent or if any fraudulent means, devices or documents be used by the Insured or any one acting on his behalf to obtain any benefit under this Policy or if any loss or damage is occasioned by the wilful act of the Insured or with the connivance of the insured or if any false declaration or statement be made in support thereof all benefits under this Policy shall be forfeited.

7. CONTRIBUTION FOR BRAND NEW SPARE PARTS

If you choose to use Brand new original spare parts to be fixed to your car, after an event covered by this policy, you shall contribute a percentage of the cost in accordance with the following table.

Age of Vehicle (from the date of Manufacture)	Contribution		
	Motor Cycles	Three-wheelers	All Other Vehicles
1 Year	Nil	Nil	Nil
2 Years	15%	Nil	Nil
3 Years	20%	15%	Nil
4 Years	25%	20%	15%
5 Years	30%	25%	20%
6 Years	35%	30%	25%
7 Years	40%	35%	30%
8 Years	45%	40%	35%
9 Years	50%	45%	40%
10 Years	50%	50%	45%
Above 10 Years	50%	50%	50%

8. Deduction up to 50% may be applied at the discretion of the company on claims in respect of rubber items, mechanical, electrical /electronic components and lubricants subject to wear and tear due to usage or exposure to open air
9. CONTRIBUTION FOR NON AGENCY REPAIR

It is hereby declared and agreed that in the event of a claim, if the Insured has not opted for the agency repair and carried out the repair with the brand agent, the insured shall contribute a portion of the cost of repair including cost for spare parts in accordance with the following table;

Age of Vehicle	Motor Cycle	Three Wheeler	All other vehicle
1 Year	15%	15%	25%
2 Year	15%	15%	25%
3 Year	20%	15%	25%
4 Year	25%	20%	30%
5 Year	30%	25%	30%
6 Year	35%	30%	35%
7 Year	40%	35%	35%
8 Year	45%	40%	40%
9 year	50%	45%	40%
10 Year	50%	50%	45%
Above 10 Years	50%	50%	50%

10. CLAIMS PROCEDURE

The Insured or his legal representative shall give notice in writing to the Company immediately upon the occurrence of any accident, loss or damage which may give rise to a claim under this Policy and shall submit completed claim form together with all related documentation to the company not later than fifteen (15) days from the date of such accident, loss or damage.

Every letter, claim, writ, summons and/or process shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.

- (a) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company, which shall be entitled if it so desires to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings or in the settlement of any claim, and the Insured shall give all such information and assistance as the Company may require.
- (b) At any time after the happening of any event (excluding private cars) giving rise to a

claim or series of claims under Sub-Section 1(b) of Section 2 of this Policy the Company may pay to the insured the full amount of the Company's liability under Sub-Section and relinquish the conduct of any defense settlement or proceedings and the company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the company in connection with defense settlement or proceedings or of the company relinquishing such conduct nor the company be liable for any cost or expenses whatsoever incurred by the insured or any claimant other person after the company shall have relinquished such conduct.

11. BASIS OF SETTLEMENT

The Company may at its own option repair, reinstate or replace any Motor vehicle described in the Schedule(s) hereto or part thereof and/or its accessories or spare parts or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fittings and in no case exceed the Insured's estimate of the value of such Motor vehicle (including accessories and spare parts) as specified in the said Schedule or the value of such Motor vehicle (including accessories and spare parts) at the time of the loss or damage whichever is the less. In the event of loss or damage to the Motor vehicle and/or its accessories necessitating the supply of a part not obtainable 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 subject to terms & conditions of this insurance and also be limited to –

- (a) (i) The price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents in Sri Lanka; or
- ii) If no such catalogue or price list exist the price list obtaining at the manufacturer's works plus the reasonable cost of transport otherwise then by air to Sri Lanka and the amount of relative import duty and the reasonable cost of fitting such part.

ENDORSEMENTS

The following Endorsements only apply to this Policy when stated in the Schedule and are subject otherwise to the terms, exceptions and conditions of this Policy.

1. Voluntary Excess All Claims

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Sections 1 and 2 of this Policy the Insured in respect of each and every event shall be responsible for the amount specified in the Schedule (s) (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under Condition 8 of this Policy.

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

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

2. Accidental Damage Excess

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 amount of the excess shown in the schedule (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 8 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 anyone vehicle in respect of or in connection with which indemnity is granted under this Policy.

3. Compulsory Excess

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this Policy the Insured in respect of each and every event shall be responsible for the sum specified in the Schedule(s) (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under Condition 8 of this Policy.

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

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

4. Special Airbag Extension

In consideration of the payment of an additional premium, it is hereby declared and agreed that the within written policy is extended to include cover for replacement of new airbag/s resulting from excessive strain applied to avoid any road accident.

5. Duty Free Vehicles

It is understood that the Insured's Estimate of value including Accessories and Spare Parts appearing in the Schedule of the within Policy excludes local Customs Duty. In the event of any 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 and handling charges on such parts.

6. Natural Perils Cover

In consideration of the insured having paid an additional premium it is hereby understood and agreed that notwithstanding anything to the contrary contained in General Exception 5 the company will indemnify the insured in respect of any accident, loss, damage and/or liability directly or indirectly proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with

- Flood which for the purpose hereof shall mean escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake or reservoir

or canal or dam.

- Storm
- tempest
- cyclone
- Volcanic eruption,
- Earthquake
- Hurricane,
- Typhoon,
- Wind-storm,
- Tsunami,
- Tidal waves
- Tornado

And so designated by Meteorological department of Sri Lanka or Geological survey & mines bureau of Sri Lanka subject to the under mentioned Special Conditions and Excess (as stated in the schedule) PROVIDED ALWAYS that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to Accident, loss, damage and/or liability shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this Endorsement.

SPECIAL CONDITIONS

1. This Endorsement does not extend the insurance under this Policy to cover :-
 - (a) Consequential Loss of any kind
 - (b) Loss or damage caused by hail whether driven by wind or not.
 - (c) Loss or damage caused by subsidence or landslide or earth slips or overflow of the sea or sea erosion except when this is occasioned by earthquake or volcanic eruption or hurricane typhoon or windstorm or tsunami or tidal wave, provided that these perils are insured against by this Policy.
2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

7. Hire Purchase/Lease Assignment

It is noted 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 on the other part and 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 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.

Subject to terms, conditions and exceptions of the policy.

8. Institutional Loan

It is hereby understood and agreed that in consideration of monies advanced on the security of the Motor vehicle described in the schedule (s) hereto, the Institution stated in the schedule (s) are interested in any monies which but for this Endorsement would be payable to the Insured under this policy in respect of loss or damage to the said Motor 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 Motor vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

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

Subject to terms conditions and exceptions of the policy.

9. Personal Accident Benefits

In consideration of the payment of an additional premium 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 info, dismounting for or travelling in any vehicle described in the schedule (s) hereto and caused by violent accidental external and visible meanings independently sustained by:

i. Passengers

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 traveling in but not driving (unless specifically covered as driving seat) any vehicle described in the Schedule(s) hereto and/or

ii. Insured, Spouse, Named Person (other than paid driver)

the person(s) stated in the Schedule(s) in direct connection with any vehicle described in the Schedule(s) hereto or whilst mounting into or dismounting from or travelling in and/ or

iii. Paid Driver

the person(s) stated in the Schedule(s) in the employ of the insured in direct connection with any vehicle described in the schedule(s) hereto, and caused by violent, accidental, external and visible means which independently of any other cause (with the exception of medial or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

Percentage of Sum Insured payable

1. Death	100%
2. Total and irrecoverable loss of all sight in both eyes	100%
3. Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	100%
4. Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	100%

5. Total and irrecoverable loss of all sight in one eye	50%
6. Total loss by physical severance at or above the wrist or ankle of one hand or one foot	50%
7. Total disablement from engaging in or giving any attention to such person's profession or occupation	0.50% per week
for a period not exceeding 26 weeks	

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 of the units thereof as stated in schedule(s).
- (b) No weekly compensation under (7) shall become payable until the total amount shall have been ascertained and agreed. Such compensation shall not in any case exceed the actual average weekly earnings for the injured person.
- (c) Compensation is only payable to persons not less than 16 nor more than 70 years of age at the time of such injury,
- (d) 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:
 - i. intentional self-injury, suicide (whether felonious or not) or attempted suicide, physical defect or infirmity, or
 - ii. an accident happening whilst such person is under the influence or intoxication liquor or drugs.
- (e) Such compensation shall be payable only with approval of the Insured and directly to the injured person or to his legal personal representatives, whose receipt shall be a full discharge of any liability in respect of the injury to such person. (Applicable to Passengers, Named Person and Paid Driver only)
- (f) The number of persons in the Motor vehicle does not exceed the seating capacity of the Motor vehicle as described in the Schedule. (Applicable to Passengers only)
- (g) If the cover under this Policy is extended to include the perils of Strike, Riot, Civil Commotion and Terrorism) otherwise excluded under General Exception (5) of this policy, the cover granted under this endorsement shall also extend to include this peril.

10. Passenger Risk (Applicable to Commercial Passenger Carrying Vehicles)

In consideration of the payment of an additional premium, it is hereby understood and agreed that notwithstanding anything to the contrary contained in Sub-Section 1(ii) of 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 of or bodily injury to any passenger being carried in or upon or entering or getting on to or alighting from any vehicle described in the Schedule (s) thereto but such indemnity is limited to the sum specified in the Schedule(s) in respect of any one such passenger, Provided always that in the event of an accident occurring whilst such vehicle is carrying more than the number of seats specified in the Schedule(s) (in addition to the conductor/attendant if any, and the driver) the Insured shall repay to the Company a 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.

11. 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 claimants costs and expenses which the Insured shall become legally liable to pay in respect of damage to property caused by the use of any vehicle described in the Schedule(s) thereto but such indemnity is limited to the sum stated in the Schedule(s) in respect of any one accident.

12. Learner Driver/Rider

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/ride 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. 7,500/- 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 8 of this Policy, in respect of each and every event whilst the person (s) described in the Schedule (s) is Learning to drive/ride.

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 the Clause shall be considered in addition to any excess Clauses already in the Policy.

13. 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.

14. Hire Vehicles (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 unless the vehicle described in this Schedule(s) hereto is being driven by or is for the purpose of being driven by him in the charge of the Insured or a person in his employment, the Policy shall be operative while such vehicle is let on hire by the Insured to any person (hereinafter called the “Hirer”) who

- (1) Shall have entered into Hire Contract with the Insured and who prior to such hiring shall have satisfactorily completed and signed a Declaration form (a specimen of which is attached to this Policy)
- (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 cancelled or had special conditions imposed or had increased premium asked for by reason of claims experience.

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

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

It is further understood and agreed that it is a condition precedent to any liability under this Policy that the Insured shall have forwarded to the Company the Declaration Form referred to above completed by the Hirer which together with the Proposal shall be the basis of contract expressed in this Clause.

15. Hire Vehicles (Re-renting)

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 unless the vehicle described in this Schedule(s) hereto is being driven by or is for the purpose of being driven by him in the charge of the Insured or a person in his employment the Policy shall be operative only while such vehicle

- (a) Is let on hire by the Insured to any person (hereinafter called the "Hirer")
- (b) Is let on hire by the Hirer to any person (hereinafter called the "Secondary Hirer") who-
- (1) Shall have entered into a Hire Contract with the Insured and Hirer and/or Secondary Hirer and who prior to such shall have satisfactorily completed and signed a Declaration Form (a specimen of which is attached to this Policy).
- (2) Shall have satisfied the Insured
- (a) That such vehicle will be driven only by a person duly licensed to drive whose license has not been endorsed.
- (b) That such person has not been refused Motor Insurance or had his Insurance Policy cancelled or had special conditions imposed or had increased premium asked for by reason of claims experience.

While such vehicle is let on hire to the Hirer and/or Secondary Hirer the Company shall not be liable

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

It is further understood and agreed that it is a condition precedent to any liability under this Policy that the Insured shall have forwarded to the Company the Declaration Form referred to above completed by the Hirer and/or Secondary Hirer which together with the Proposal shall be the basis of the contract expressed in this Clause.

16. 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 hire to for driving tuition subject to the requirements of Motor Traffic Act No.14 of 1951 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.

17. Theft of Parts Extension (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.

18. Towing Charges

It is hereby understood and agreed that the maximum amount payable in respect of item 3 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.

19. Windscreen / Windows

In consideration of the payment of an additional premium it is hereby agreed that if any glass in the windscreen or windows of the Motor vehicle described in the Schedule shall be broken not involving other damage to bodywork, the Company will pay the cost of reinstatement of such windscreen or windows and scratched bodywork, irrespective of the cause of breakage, up to but not exceeding the Sum Insured for this Endorsement as stated in the Schedule for any one occurrence. Such payment will be made without prejudice to any No Claim Bonus otherwise due and irrespective of any Excess operative under the Policy.

20. Workmen's Compensation Insurance to Paid Driver

In consideration of the payment of 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 endorsement in respect of personal injury to any paid driver of any Motor vehicle described in the Schedule (s) 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 Insured shall certify at the expiry of each period of Insurance the maximum number of drivers, employed at any one time during such period in connection with the Motor vehicle described in the Schedules(s) of this Policy and the premium shall be adjusted accordingly.

Provided always that:

- (a) 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 foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power

- (b) Such compensation shall only be payable where the employee or his dependants as the case may be, agree to accept it in full satisfaction and discharge of claims against the Insured. Failing such agreement the Company will indemnify the Insured against his legal liability at Common Law, and will, in addition be responsible for all costs and expenses incurred with its written consent.
- (c) The Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
- (d) The premium paid in respect of this Endorsement shall not be subject to any "No claim Bonus". Any payment made by reason of this Endorsement shall not be deemed to be a claim under the Policy for the purpose of No Claim Bonus.
- (e) 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.

21. Strikes & Riots

In consideration of the payment of an additional premium the company undertakes that the words "Strike, Riot, Civil Commotion" in General Exception 5 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 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 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 any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de factor or to the influencing of it by terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

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 2 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 rateable, 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 Government Fund for Strike, Riot & Civil Commotion and Terrorism 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.

22. 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 Riot & Strike and Civil Commotion endorsement/clause/extension of the within written policy, the insurance granted therein is extended to include physical loss of or damage to the vehicle insured directly relating to or caused by any act (whether on behalf of any organization, body or person or group of persons) calculated or directed to overthrow or influencing of the Government de jure or de facto or any provincial or local authority with force or by means of fear, terrorism or violence.

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 Government Fund for Strike, Riot, Civil Commotion and Terrorism 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.

23. Premium Payment Warranty

Notwithstanding anything herein contained but subject to clause 2 and 3 hereof, it is hereby agreed and declared that the full premium due and payable in respect of this insurance is required to be settled to ORIENT Insurance Ltd on or before the premium due date specified in the Schedule of this Policy (which shall be a date not exceeding 60 days from the date of inception of the policy) and in the

- (1) 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 60th day from the date of inception of this Policy (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.

- (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 ORIENT Insurance Limited’s liability or an obligation to settle a claim under this Policy.

In the event any claim arises between date of commencement of this insurance and the “due date” for the settlement of premium, ORIENT Insurance Limited, may deter 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”.

- (3) It is also declared and agreed that where the full premium payable hereunder remains outstanding as at the closure of business the insurer on the “due date”, then the cover under this insurance and any obligations assumed or imputed under this insurance shall stand to be cancelled, ceased and revoked immediately.
- (4) However such cancellation will not prejudice the rights of ORIENT Insurance Ltd to invoke any legal defense or to recover the full or any part of the defaulted premium attributable to the expired period of the insurance.

24 HOUR CLAIMS HOTLINE : 0712 030303

Head Office

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