



## **FAIRFIRST INSURANCE LIMITED**

(Company No. PB 5180)

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## **PEDAL CYCLE COMPREHENSIVE INSURANCE POLICY**

**WHEREAS** the Insured described in the Schedule by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Fairfirst Insurance Limited. (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance in respect of accident loss or damage occurring during the Period of Insurance or during any subsequent period for which the Company may accept payment for the renewal of this Policy.

**NOW THIS POLICY WITNESSETH** that subject to the terms, exceptions and conditions contained herein or endorsed hereon.

### **SECTION 1 – LIABILITY TO THIRD PARTIES**

- (1) the Company will indemnify the Insured in the event of accident caused by or through or in connection with any pedal cycle owned by the Insured or for which the Insured is responsible against liability at law for damages in respect of death of or bodily injury to any person damage to property
- (2) in the terms of and subject to the limitations of and for the purposes of this Section the Company will treat as though he were the Insured any person who is riding such cycle on the Insured's order or with his permission provided that
  - (a) such person is not entitled to indemnity under any other policy
  - (b) such person shall as though he were the Insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they can apply.
- (3) 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 fulfill and be subject to the terms exceptions and conditions of this policy in so far as they can apply.

### **JURISDICTION CLAUSE**

The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Sri Lanka, nor to orders obtained in the said Court for the enforcement of judgements made outside Sri Lanka, whether by way of reciprocal agreements or otherwise.

### **EXCEPTIONS TO SECTION 1**

The Company shall not be liable in respect of

- (a) death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment

- (b) death of or bodily injury of any person upon or mounting or dismounting from such cycle with the consent of the Insured or of any servant of the Insured
- (c) damage to property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by such cycle
- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

PROVIDED that the *liability of the Company under this Section for all damages payable in respect of any one claim or number of claims arising out of one cause shall not exceed the limit of indemnity.*

In respect of a claim for damages to which the indemnity expressed in this policy applies the Company will also pay

- (a) all costs and expenses recovered by any Claimant from the Insured and
- (b) all costs and expenses incurred with the written consent of the Company

#### **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 or of any endorsement thereon 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 within named Insurers.

#### **SECTION II – ACCIDENTAL DAMAGE, FIRE OR THEFT**

The Company will indemnify the Insured against accidental damage to or loss by Fire or Theft of or damage by Fire or Theft by any pedal cycle described in the Schedule hereto (including tyres and accessories when damaged or lost as the result of an accident to or Fire or Theft of such pedal cycle).

The Company may at its option repair, reinstate or replace any property damaged or lost or may pay in cash the amount of the damage or loss

The liability of the Company under this Section in respect of any claim for damage to or loss of any cycle (including tyres and accessories) shall not exceed the estimated value.

#### **EXCEPTIONS TO SECTION II**

The Company shall not be liable to pay for depreciation wear and tear or breakdown.

#### **GENERAL EXCEPTIONS**

The Company shall not be liable under this Policy to make any payment in respect of

- (a) any accident, loss or damage occurring whilst any pedal cycle hereby insured is engaged in any form of trials race or pace-making or is being driven in a match or for a wager of whilst it is let on hire or whilst a pillion passenger is being carried by any pedal cycle hereby insured or whilst the cycle is being ridden by any person who is incompetent to ride or is under the influence of intoxicating liquor or drugs, or is being ridden in an unsafe or damaged condition or is being used for the carriage of goods for hire or reward.
- (b) any accident, loss, damage 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 any other atmospheric disturbance, volcanic eruption, earthquake or other convulsions of nature, explosion invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) riot and strike, civil commotion, rebellion, military or usurped power or by any direct or indirect consequence 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.
- (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 any “de jure” or “de facto” government or to the influencing of it by terrorism or violence.
- (d) consequential loss arising in any way whatever
- (e) any accident, injury, loss, damage or liability arising outside the land limits of Sri Lanka.

## CONDITIONS

1. This Policy and Schedule 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 or of the Schedule shall bear such meaning wherever it may appear.
2. The Insured shall give notice in writing to the Issuing Office of the Company as soon as possible after the occurrence of any accident with full particulars thereof. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Issuing Office of the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any accident for which there may be liability under this Policy.
3. 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 and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
4. In connection with any one claim or number of claims against the Insured arising out of one cause the Company may at any time pay to the Insured the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which any such claim or claims can be settled and upon such payment the Company shall relinquish, conduct and control of and be under no further liability under this Policy in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.
5. If at the time any claim arises under this Policy there is any other existing insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, damage, compensation costs or expense.
6. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance.
7. The Insured shall at all times by personal or other competent supervision take all proper precautions to safeguard the cycles and to employ only competent riders and to ensure that the cycles are kept in a proper state of repair.
8. In case of loss by burglary, housebreaking, or theft, the Insured shall give immediate notice thereof to the Police and shall also take all practicable steps to recover and punish the guilty person or persons and to trace and recover the property lost.
9. The due observance and fulfillment of the terms provisions and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

**NOTE :** It is hereby certified that the Stamp Duty shown in the Schedule of the Policy payable in respect of this instrument has been compounded in terms of Section 13 of the Stamp Duty Act.

## ENDORSEMENTS

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

### **Y02 Carriage of Goods for hire or reward inclusion**

It is hereby declared and agreed that the words Carriage of goods for hire or reward under General Exceptions (a) are deleted .