



FAIRFIRST INSURANCE LIMITED

(Company No. PB 5180)

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Motor Cycle Insurance Policy

Note: In this policy the, expression 'Motor Cycle' shall be deemed to include a Sidecar attached to a motor Cycle
As the Insured named in 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 Fairfirst Insurance Limited (hereinafter called the Company) for the Insurance hereinafter contained and has paid or agreed to pay the premium stated in the Schedule as consideration for such Insurance, in respect of accident, loss of / or damage occurring during the Period of Insurance stated in the Schedule or during any period for which the Company may accept payment for the renewal of this Policy, this Policy witnesses that subject to the Terms, Exceptions and Conditions contained herein or endorsed or otherwise expressed hereon:

Section 1 - Loss or Damage

1. The Company will indemnify the Insured against loss of or damage to any Motor Cycle described in the Schedule and/ or its accessories and spare parts, details of which are lodged with the Company, whilst thereon caused.
 - (a) by accidental external means.
 - (b) by fire, external explosion, self-ignition, lightning, burglary, housebreaking or theft.
 - (c) by malicious act.
 - (d) whilst in transit by road, rail, inland waterway, lift or elevator,
2. The Company shall not be liable to make any payment in respect of:
 - (i) Consequential loss, depreciation, wear and tear, mechanical or electrical, failures or breakages.
 - (ii) damage to tyres and tubes unless such Motor Cycle 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% of the cost of replacement.
 - (iii) loss of or damage to accessories, integral parts and spare parts by burglary, housebreaking or theft unless such Motor Cycle is stolen at the same time,
3. The Insured in respect of each and every event shall be responsible for the first Rs. 1,000/- (or any less expenditure which may be incurred) of any expenditure hereunder. 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 sub-Section the expression "event" shall mean an event or series of events arising out of one cause in connection with anyone cycle in respect of which indemnity is provided under this Section.
4. In the event of such Motor Cycle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairers approved by the Company and re-delivery to the Insured, but not exceeding in all in respect of anyone accident Rs. 500/- or the Sum Insured on Towing or Hauling Charges stated in the Schedule, whichever is the greater.
5. In the event of such Motor Cycle sustaining damage for which the Company may be liable under this Policy immediate notice shall be given to the issuing Branch office of the Company, and no work shall be commenced nor shall any part of such Motor Cycle be dismantled, nor shall the Insured accept any estimate of the cost of any repair to such Motor Cycle without the prior approval in writing of the Company.
6. In the event of loss or damage to such Motor Cycle and/ or it's accessories necessitating the supply of a part not obtainable from stocks held in Sri Lanka, or in the event of the Company exercising the option under Condition 5 to pay in cash the amount of the loss or damage, the liability of the Company in respect of any such part shall be limited to:
 - (a)
 - (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents in Sri Lanka, or
 - (ii) if no such catalogue or price list exists, the price list obtaining at the Manufacturer's works plus the reasonable cost of transport otherwise than by air to Sri Lanka and the amount of the relative import duty, and
 - (b) the reasonable cost of fitting such part.

Section II - Liability to Third Parties

1. Subject to the Limits of Liability stated herein the Company will indemnify the Insured in the event of accidents, caused by or through or in connection with any Motor Cycle described in the Schedule, against all sums, including claimant's costs and expenses, which the Insured shall become legally liable to pay in respect of:
 - (a) death of or bodily injury to any person 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 conveyed in or on such Motor Cycle unless such person is being conveyed by reason of or in pursuance of a contract of employment,
 - (d) 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 a member of the Insured's household, or being conveyed by such Motor Cycle.
2. The Company will indemnify any other person not being an Excluded Driver as defined in the Certificate of Insurance who is driving any such Motor Cycle Provided always that:
 - (i) such person is not entitled to indemnity under any other Policy.
 - (ii) such person shall as though he were the Insured observe, fulfil and be subject to the Terms, Exceptions and Conditions of this Policy in so far as they can apply,

provided always that in respect of sub-Section 1 and 2 of this Section Company shall not be liable in respect of death, injury or damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to such Motor Cycle for loading thereon or the taking away of the load from such Motor Cycle therefrom.

3. The Company will pay all costs and expenses incurred with it's written consent.
4. 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 the Policy in so far as they can apply.
5. The Company may at it's 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.

Limits of Liability under Section II

Limit of the amount of the Company's liability under Section 11-1 (a)	Unlimited
Limit of the amount of the Company's liability under Section 11-1 (b) in respect of anyone claim or series of claims arising out of one event	Rs. 15,000 or such greater amount as may be stated in the Schedule.

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 Endorsement 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 of I or damage and/ or liability caused, sustained or incurred outside the land limits of Sri Lanka,
- 2) any claim arising out of any contractual liability,
- 3) any accident, loss, damage and lor liability caused, sustained or incurred whilst any Motor Cycle described in the Schedule is:
 - (a) being used for any purpose within the definition of 'Excluded Use' described in the Certificate of Insurance.
 - (b) being driven by or is for the purpose of being driven by him in the charge of an 'Excluded Driver' as defined in the Certificate of Insurance.
- 4) any accident, loss, damage and/ or liability directly or indirectly, proximately or remotely occasioned by, contributed to, by or traceable to or arising out of or in connection with Cyclone, Storm, Tempest, Flood, Typhoon, Hurricane, Tornado or other atmospheric disturbances. Volcanic Eruption, Earthquake, Earth slips, landslides, Tsunami, Tidal Waves 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, terrorism, 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 lor 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 claim.
- 5) any accident or loss or damage arising directly or indirectly whilst the Insured driving such Motor Cycle having consumed any intoxicating liquor or any drugs or any person having consumed any intoxicating liquor or any drugs is riding such Motor Cycle.

Conditions

1. This Policy and the 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 specific meaning wherever it may appear.
2. The insured or his legal representative shall give notice in writing to the issuing branch immediately upon the occurrence of any accident, loss of I 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 issuing branch office not later than 30 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.
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 defence or settlement of any claim or to prosecute in the name of the Insured for it's 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.
4. At anytime after the happening of any event giving rise to a claim or series of claims under sub-section 1 (b) of Section II of this Policy the Company may pay to the Insured the full amount of the Company's liability under that sub-section and relinquish the conduct of any defence, settlement or proceedings or of 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 such defence. Settlement or proceedings or of the Company relinquishing such conduct, nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
5. The Company may at it's own option repair, reinstate or replace any Motor Cycle described in the Schedule or any part thereof and / or it's accessories or spare parts, or may pay in cash the amount of the loss or damage, and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and in no case exceeding the Insured's estimate of the value of such Motor Cycle (including accessories and spare parts) as specified in the Schedule, or the value of such Motor Cycle (including accessories and spare parts) at the time of the loss or damage, whichever is the less.
6. The Insured shall take all reasonable precautions to safeguard from loss or damage and to maintain in road worthy and efficient condition any Motor Cycle described in the Schedule(s) here to and the Company shall have at all times free and full access to examine such Motor Cycle or any part

thereof or any rider or employee of the insured. In the event of any accident or breakdown such Motor Cycle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if such Motor Cycle be driven before the necessary repairs are effected, any extension of the damage or any further damage to such Motor Cycle shall be entirely at the Insured's own risk.

7. 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.
8. 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 expenses.
9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator. to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within one calendar month after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within one calendar month after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator, and in case of disagreement between the Arbitrators the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively, and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date 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.
10. The due observance and fulfilment of the Terms, 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 proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
11. If the claim is in any respect fraudulent or if any fraudulent means, devices or documents be used by the insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss or damage is occasioned by the willful 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.

NO CLAIM BONUS APPLICABLE ONLY FOR COMPREHENSIVE POLICIES

In the event of no claim being made or arising under this Policy during 12 consecutive months of Insurance specified in the Schedule(s) immediately preceding the renewal of this Policy, the renewal premium for such part of Insurance as is renewed, shall be reduced by the percentage set by the Company from time to time.

Should the Company consent to a transfer of interest in the Policy the period during which the interest was on the transferor shall not accrue to the benefit of the transferee.

If more than one Motor Cycle 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 Cycle.

Notes:

1. 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 the terms of section 13 of the Stamp Duty Act.
2. The expressions "Period of Cover" and "Cover Period" shall bear the same meaning as Period of Insurance, wherever they may appear.
3. If the Schedule of this Policy states that the cover is in respect of Third Party, Fire and Theft Insurance then the Indemnity provided under Section 1 shall be limited to loss of or damage as described but caused only by fire, external explosion, self-ignition, lightning, burglary, housebreaking or theft.
4. If the Schedule of this Policy states that the cover is in respect of Third Party Insurance then Section 1 of this Policy is cancelled.
5. If the Schedule of this Policy states that the cover is in respect of Act Insurance then Section I and II-1-(b) of Section II of this Policy are cancelled.
6. If the Schedule of this Policy states that the cover is in respect of Fire and Theft Insurance whilst the Motor Cycle is laid up then the Indemnity provided under Section I shall be limited to loss of or damage as described but caused only by fire, external explosion, self-ignition, lightning, burglary, housebreaking or theft, and Section II of this Policy is cancelled.

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.

M02 Hire Purchase or Leasing

It is noted that the Owners described in the Schedule are the Owners of the Motor Cycle described in the Schedule and that the Motor Cycle is the subject of a Hire Purchase or Leasing Agreement made between the Owners on the one part and the Insured on the other part and it is further agreed that the Owners are interested in any monies which but for this Endorsement would be payable to the Insured this Policy in respect of loss or damage to the Motor Cycle (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 Motor Cycle and their receipt shall be full and final discharge to the Company in respect of such loss or damage. Save as by this Endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the Insured or the Company respectively under or in connection with this Policy or any Condition or Term thereof.

M03 All Claims Excess

Notwithstanding anything to the contrary contained in Sections I and II of this Policy the Insured in respect of each and every event shall be responsible for the amount of the Excess described 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 3 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 Motor Cycle in respect of or in connection with which indemnity is granted under this Policy.

M06A to M06Z Personal Accident Benefits

In consideration of the payment of an additional premium the Company undertakes to pay the percentage of the Sum Insured described in the Schedule as set out below for death or bodily injury to any person named in the Schedule of this Policy sustained whilst mounting into, dismounting from or travelling in any Motor Cycle described in the Schedule and caused by violent, accidental, external and visible means which independently of any other cause 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	
(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	0.05%

per week for a period not exceeding 26 weeks.

provided always that

- (a) compensation shall be payable under only one of items (1) to (7) above in respect of anyone person. The total liability of the Company under this Endorsement shall not in any case exceed in the aggregate :
 - (i) 100% of the Sum Insured during anyone Period of Insurance in respect of anyone person and
 - (ii) Rs. 1,000,000 arising out of anyone occurrence in respect of all persons covered,
- (b) the weekly compensation under (7) above shall be payable only after the total amount due has been ascertained and agreed. Such compensation shall not in any case exceed the actual average weekly earnings of 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 or attempted suicide, physical defect or infirmity, or
 - (ii) an accident happening whilst such person is under the influence of intoxicating liquor or drugs,
- (e) 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,
- (f) the number of persons on the Motor Cycle does not exceed the seating capacity of the Motor Cycle as described in the Schedule,
- (g) if the cover under this Policy is extended to include the peril of Strike, Riot, Civil Commotion and Terrorism (otherwise excluded under General Exception (4) of this Policy) the cover granted under this Endorsement shall also extend to include this peril.

M30 Strikes and Riots

In consideration of the payment of an additional premium the Company undertakes that the words strike, riot, civil commotion in General Exception (4) of this Policy shall not apply to any accident, loss, damage or liability directly caused by:

- (1) the act of any person taking part together with others in any disturbance of the public place (whether in connection with a strike or lock-out or not), or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance,
- (2) the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out, or 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 Endorsement 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) or civil war,
- (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, rebellion, revolution, insurrection, military or usurped power, or 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 facto 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 occurrence or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of any such claim.

M32 Learner Rider / Driver

This Policy is operative whilst the learner named in the Schedule learns to ride the Motor Cycle described in the Schedule, provided that the insured shall have conformed to the requirements of the Motor Traffic Act in regard to Learner Rider. The insured shall be responsible for the amount of the Excess stated in the Schedule (or any less expenditure which may be incurred) of any payments in respect of costs and expenses and of expenditure by the Company in the exercise of its discretion under Condition 3 of this Policy, in respect of each and every event whilst the Learner is learning to 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 purposes of this Endorsement the expression event shall mean an event or series of events arising out of one cause in connection with anyone cycle in respect of which indemnity is granted under this Policy

The amount for which the Insured is responsible under this Endorsement shall be considered in addition to any excess otherwise applicable.

M34 Specified Natural Perils Cover

In consideration of the payment of an additional premium, this insurance is extended to include Cyclone, Storm, Tempest, Flood, Earthquake, Volcanic Eruption, Tsunami and Tidal waves caused by Earthquake and Volcanic Eruption, Typhoon, Hurricane, Tornado, Earth slips and Landslides. The word "Flood" for the purpose hereof shall mean the overflowing of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes), river, reservoir, canal or dam. Subject otherwise to the terms, exceptions and conditions of the policy

M80 Accidental Damage Excess

Notwithstanding anything to the contrary contained in Section I of this Policy the Insured in respect of each and every event shall be responsible for the 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 3 of this Policy.

If the expenditure incurred by the Company shall include the amount for which 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.

M82 Assignment

In consideration of Moines advance on the security of the insured Motor Cycle the Lender described in the schedule is 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 Motor Cycle (which loss or damage is not made good by repair, reinstatement or replacement) and such monies shall be paid to the Lender as long as they are interested in the Motor Cycle 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.