



## FAIRFIRST INSURANCE LIMITED

(Company No. PB 5180)

Access Towers II (14<sup>th</sup> Floor), No. 278/4, Union Place, Colombo 02, Sri Lanka.

Tel: 011-2428428 E-mail: info@fairfirst.lk Website: www.fairfirst.lk

### Private Motor Car Insurance Policy

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

As the Insured named 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 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, this Policy witnesses that in respect of accident, loss 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, subject to the Terms, Exceptions and Conditions contained herein or endorsed or otherwise expressed hereon

#### Section I - Damage to or Loss of vehicle

1. The Company will indemnify the Insured against loss of or damage to any Motor Car described in the Schedule(s) hereto and/ or its accessories and spare parts whilst thereon
  - (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,  
but excluding :
    - (i) damage to tyres and tubes unless such Motor Car 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% (percent) of the cost of replacement.
    - (ii) Air bags on vehicles unless such Motor Car sustains other damage at the same time but in any event the liability of the Company in respect of air bags shall not exceed 50 % (percent) of the cost of a new replacement.
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.
3. In the event of such Motor Car 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 Rs.10,000/- in respect of anyone accident.
4. In the event of such Motor Car 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 Car be dismantled, nor shall the Insured accept any estimate of the cost of any repair to such Motor Car without the prior approval in writing of the Company.
5. In the event of loss or damage to the Motor Car and/or its 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 4 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 price list issued by the Manufacturer or his Agents in Sri Lanka, or
    - (ii) if no such price list exists, the price list obtained at the Manufacturer's works plus the reasonable cost of transport otherwise than by air to Sri Lanka and the amount of the relative import duty, and
  - (b) the reasonable cost of fitting such part, subject to the estimated value of the Motor Car stated in the Schedule or the Market Value of the Motor Car, whichever is less.

#### Section II - Liability to Third Parties

1. Subject to the Limits of Liability stated below the Company will indemnify the Insured in the event of accidents, caused by or through or in connection with any Motor Car 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 a member of the Insured's household who is a passenger in such Motor Car.
  - (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.
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 Car 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 any Motor Car described in the Schedule 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 the 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 maybe 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.5,000,000/-

#### **Section III - Medical Expenses**

Subjects to a Limits of liability of Rs. 2,000 in respect of anyone 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 any Motor Car 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 Car.

#### **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.

#### **General Exceptions (applicable to Sections I and II of the policy)**

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 claim arising out of any contractual liability,
- 3) any accident, loss, damage and/or liability caused, sustained or incurred whilst any Motor Car in respect of or in connection with which Insurance granted under this Policy is:
  - (a) being used for any purpose within the definition of 'Excluded Use' as 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, 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
- 5) any accident loss of/or damage arising directly or indirectly whilst the Insured driving such Motor Vehicle having consumed any intoxicating liquor or any drugs or any person having consumed any intoxicating liquor or any drugs is driving such Motor Car

#### **Conditions**

1. This Policy and the Schedule shall be read together as one contract and any word of 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 Company shall be immediately notified of the occurrence of any accident, loss or damage which may give rise to a claim under this Policy and shall submit all documentation requested by the Company not later than 15 days from the date of such accident, loss or damage or within such time as the Company may allow.  
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 its own benefit any claim 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 Company may require.
4. The Company may at its own option repair, reinstate or replace the Motor Car described in the Schedule or any 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 fitting, and shall in no case exceed the estimated of the value of such Motor Car (including accessories and spare parts) specified in the Schedule, or the Market Value of such Motor Car (including accessories and spare parts) at the time of the loss or damage, whichever is the less.
5. The Insured shall take all reasonable precautions to safeguard from loss or damage and to maintain in efficient condition any Motor Car described in the Schedule, and the Company shall have at all times free and full access to examine such Motor Car or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown such Motor Car shall not be left unattended without proper precautions being taken to prevent further loss or damage, and if such Motor Car be driven before the necessary repairs are effected any extension of the damage or any further damage to such Motor Car shall be entirely at the Insured's own risk.
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 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(s) has/have arisen during the, then current Period of Insurance, the Insured shall be entitled to a return premium less premium at the Company's short period rates for the period the Policy has been in force.
7. 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, 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 proviso 3(a) of Section II of this Policy.
8. If any difference shall arise under this Policy, such difference shall be referred to the decision of a sole Arbitrator by the consent of the parties or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company.  
If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
9. 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 said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
10. 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, all benefits under this Policy shall be forfeited.
11. Any material information which may alter the risk covered by this policy shall be notified forthwith to the Company. Failure to disclose such information may result in:
  - (a) a claim being repudiated or reduced
  - (b) the policy being rendered invalid
  - (c) the terms of the policy being revised.

#### **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 the 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 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 Car 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 Car.

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. Under any event, the earned No Claim Bonus shall not exceed, by the percentage set by the Company from time to time.

**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 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 I shall be limited to loss or damage as described but caused only by fire, external explosion, self-ignition, lightning, burglary, house breaking or theft.
4. If the Schedule of this Policy states that the cover is in respect of Third Party Insurance then Sections I and III of this Policy are cancelled.
5. If the Schedule of this Policy states that the cover is in respect of Act Insurance then the Section I, II-1(b) and III 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 Car is laid up then the indemnity provided under Section I shall be limited to loss or damage as described but caused only by fire, explosion, self-ignition, lightning, burglary, housebreaking or theft, and Sections II and III of this Policy are cancelled.

**Definitions**

Excess -	The amount shown in the schedule which will have to be borne by the Insured on each and every claim.
Certificate of Insurance -	The document which proves that there is in force in insurance for a Motor Car, which is a compulsory requirement by the Motor Traffic Act to use any vehicle on a road or other public place.
Motor Car -	A motor vehicle described as a Motor Car or Three Wheeler Car in the certificate of registration.
Market Value -	The cost of replacing the insured Motor Car with one of the same make, model, specification, age and condition as the insured motor car, immediately prior to accident loss or damage

**Notification of Claims**

**Upon meeting with an accident, the Insured/Driver should immediately notify the 24 hour Call Centre on 0112 428 428 from the place of accident.**

As per Section 161 (51) (a) of the Motor Traffic Act, it is mandatory that the nearest Police Station be informed of any accident. However, the Company may not always require the first statement from the Police to process a claim under Section 1 of the Policy.

## 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.

### M01 Duty Free Vehicle - I

It is understood that the Insured's estimate of value including accessories and spare parts stated in Schedule excludes local customs duty. In the event of a claim under Section I of this Policy necessitating the replacement of parts the liability of the Company for such parts shall exclude the local customs duty on such parts.

### M02 Hire Purchase or Leasing

It is noted that the Owners described in the Schedule are the Owners of the Motor Car described in the Schedule and that the Motor Car 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 under this Policy in respect of loss or damage to the Motor Car (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 Car, 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 there under (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under Condition 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 Car in respect of or in connection with which indemnity is granted under this Policy.

### M06A to M06Z Personal Accident Benefits

In consideration of 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 Car described in the Schedule and caused by violent, accidental, external and visible means which independently of any other cause (with the exception of medical off

#### 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 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 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:-
  - (1) 100% of the Sum Insured during anyone Period of Insurance in respect of anyone person, and
  - (2) 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 person not less than 16 nor more than 70 years of 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:
  - (1) intentional self-injury, suicide or attempted suicide, physical defect or infirmity, or
  - (2) 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 of any liability in respect of the injury to such person,

- (f) the number of persons in the Motor Car does not exceed the seating capacity of the Motor Car as described in the Schedule(s),
- (g) where the benefits relate to passengers only, the cover will not apply to the Insured, Spouse, Paid driver, attendant, cleaner or any other employee of the Insured.
- (h) 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.

### **M31 Workmen's Compensation**

In consideration of the payment of an additional premium the Company will indemnify the Insured against all sums for which the Insured shall be liable under the Workmen's Compensation Ordinance of 1934 and subsequent Amendments to the Ordinance made before the date of this Endorsement or at common law in respect of personal injury or death to the employee/ employees of the Insured stated in the Schedule whilst in any Motor Car Insured under this Policy. The Company will, in addition, also indemnify the Insured against all cost and expenses incurred with its written consent in defending any claim for such compensation

#### **provided always that:**

1. This Clause does not indemnify the Insured in respect of liability directly or indirectly, proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power.
2. 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.
3. The Insured shall take reasonable precautions to prevent accidents and to comply with all statutory obligations.
4. The premium paid in respect of this Clause shall not be subject to No Claim Bonus. Any payment made by reason of this Clause shall not be deemed to be a claim under this Policy for the purpose of No Claim Bonus.
5. In the event of the Policy being cancelled at the request of the Insured no refund of the Premium paid in respect of this Clause will be allowed.

### **M30 Strikes and Riots**

In consideration of the payment of an additional premium the Company undertakes that the words "strike, riot, civil commotion" in the 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 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 willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- (4) the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequence 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 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 occurrences 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.

It is further declared and agreed notwithstanding what is stated in the condition No 06 of the Policy, this insurance may at any time be terminated by the insurers on notice to the 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 ionizing radiations from or contamination by radioactively 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 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 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 an hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme of any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

This extension is granted for and on behalf of the National Insurance Trust Fund for Strike, Riot and 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.

**M30T 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:

**M32 Learner Driver**

This Policy is operative whilst the learner nominated in the Schedule learns to drive Motor Car described in the Schedule, provided that the Insured shall have conformed to the requirements of the Motor Traffic Act in regard to Learner Drivers. 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 expenditure for which provision is made under Section I and II 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 3 of this Policy, in respect of each and every event whilst the Learner is learning to drive.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder, such amount shall be repaid by the Insured to the Company forthwith. For the purposes of this Endorsement the expression 'event' shall mean an event or series of events arising out of one cause in connection with any one Motor Car in respect of which indemnity is granted under this Policy. The amount for which the Insured is responsible under this Endorsement shall be considered an addition to the amount of any Excess for which the Insured is already responsible under the terms of this Policy.

**M33 Glass Breakage - No Claim Bonus Unaffected**

If any glass in the windscreen or windows of the Motor Car describe in the Schedule shall be broken not involving other damage to body work, the Company will pay the cost of reinstatement of such windscreen or windows and scratched body work irrespective of the cause of breakage, up to but not exceeding the Sum Insured for this Endorsement as stated in the Schedule for anyone occurrence, such payment will be made without prejudice to any No Claim Bonus otherwise due and irrespective of any Excess operative under the Policy.

**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), lake, river, reservoir, canal or dam. Subject otherwise to the terms, exceptions and conditions of the policy.

**M54 Airbag Extension**

In Consideration of the payment of an additional premium, it is hereby declared and agreed that within written Policy is extended to include cover for new airbag(s) replacement as a result of loss/damage caused to the vehicle up to but not exceeding the sum specified in the Schedule(s) of the withinwritten Policy in respect of anyone occurrence.

**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 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 Car in respect of or in connection with which indemnity is granted under this Policy.

**M35 Towing Charges**

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

**M82 Assignment**

In consideration of monies advanced on the security of the insured Motor Car 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 Car (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 Car, 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.

**M55 Authorized Agent Repairs Extension**

It is hereby declared and agreed that in the event of accidental damage to the said Motor Car, the coverage granted under Condition 4 of the within written Policy shall be extended to include repairs carried out by the Authorized Agent for the Motor Car without making deduction for usage on selected body parts as described in the Schedule, subject to the prior approval of the Company. Subject otherwise to the terms and conditions and exceptions of the Policy.