



FAIRFIRST INSURANCE LIMITED

(Company No. PB 5180)

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

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

Third Party Insurance - Motor Cycle

As the Insured named in Schedule hereto (hereinafter called the Insured) carrying on or engaged in the Business or occupation described in the Schedule and none other for the purposes of this insurance, 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 the premium stated in the Schedule as consideration for such Insurance, in respect of accident, loss or damage occurring to Third Party 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:

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:
 - i. death of or bodily injury to any person caused by or arising out of the use of the Motor Cycle described in the Schedule
 - ii. damage to property caused by the use of the Motor Cycle described Schedule
2. In terms of and subject to the limitations of the indemnity which is granted to the Insured the Company will indemnify any person who is driving such vehicle provided that such person:
 - a) is not entitled to indemnity under any other Policy,
 - b) shall as though he was the Insured observe, fulfill and be subject to the Terms, Exceptions and Conditions of this Policy in so far as they can apply.
3. The Company will pay all costs and expenses incurred with its written consent.
4. In the event of the death of any person entitled to indemnity, 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, provided that such personal representatives shall as though they were the Insured observe, fulfill and be subject to the Terms, Exceptions and Conditions of the Policy in so far as they can apply.
5. 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, and may undertake the defense 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 Policy.
6. The Company shall be liable under this Policy, only in respect of claims arising from whilst the vehicle is being driven (not used) on a public road and shall not be liable for claims arising from whilst the vehicle is being used as a "Tool of Trade".

Limits of Liability

- | | |
|--|-------------------------|
| a) Limit of the amount of the Company's liability - death of or bodily injury | Unlimited |
| b) Limit of the amount of the Company's liability - damage to property in respect of anyone claim or series of claims arising out of one event | Up to LKR 15,000/- only |

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 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 / or 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 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 / 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 claim.
- 5) any accident or loss or damage arising directly or indirectly whilst the Insured riding 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.

- 6) 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 vehicle for loading thereon or the taking away of the load from such vehicle after Unloading therefrom,
- 7) death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment,
- 8) 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 onto or alighting from such vehicle at the time of the occurrence of the event out of which any claim arises,
- 9) damage to property belonging to 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 vehicle,
- 10) damage to any bridge, and / or weigh bridge, 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 by such vehicle,
- 11) damage to any third party property caused by sparks or ashes from such vehicle.

Conditions

1. The liability of the Company here of will not be entertained unless there is a District Court Judgment against the Insured pertaining to the third party loss / damage and all the claims will not be kept open more than two years of period from the date of accident.
2. 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.
3. The insured or his legal representative shall give notice in writing to the Company immediately upon the occurrence of any accident, and in the event of any claim.
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 an incident which may be the subject of a claim under this policy the insured shall give immediate notice to the police.
4. 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.
5. At any time after the happening of any event giving rise to a claim or series of claims under Sub-section 1 (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 defense, 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 defense. 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.
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.
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 not be entitled to a return of premium.
 - (a) If the policy cancelled under any circumstance stated above the insured shall returned the Certificate of Insurance to the Company with immediate effect.
 - (b) If the Certificate of Insurance is lost, destroyed or not collected, Insured should submit an Affidavit by stating the reason for the event taken place and in the event of a lost make an undertaking on the same Affidavit that the Certificate of Insurance will return to the Company if subsequently found.
8. This policy shall be considered terminated in case of a total loss to the motor vehicle, Provided that its registration is deleted with a report issued by the Department of Motor Traffic confirming that it is un-roadworthy, and the Company and the Insured shall remain bound by its Provisions before termination.
9. 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 retainable proportion of any loss, damage, compensation, costs or expenses. Provided always nothing in this condition shall impose on the Company any liability from which but for this Condition it would have been relieved under provision 2 (a) of this policy.
10. 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.
11. 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.
12. 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.

Notification of Claims

Upon meeting with an accident, the Insured/Rider should immediately notify the 24 hour Call Centre on 0112 428 428 from the place of accident. As per the Section 161 (51) (a) of the Motor Traffic Act, it is mandatory that the nearest Policy Station be informed of any accident.