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Allianz Motor Flex

MOTOR INSURANCE POLICY

MODULAR PRODUCT

Preamble

Your Allianz Motor Insurance policy is a contract between you and us formed on the basis of the proposal and declaration submitted by you.

Subject to you having paid the premium, your policy becomes effective on the date and time specified in your policy schedule and shall continue for the period of cover specified in the Schedule ending at the midnight on the last day of the period of cover and shall further continue for any period we have agreed with you to renew your policy subject to terms and conditions and payment of renewal premium.

The insured limits, payment requirements, terms, conditions and exceptions shall apply to relevant sections of your policy.

The policy, the proposal form, the current certificate of Insurance and the schedule shall be read together as one contract.

Anura Perera
Chief Underwriting Officer

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Coverage

Section 1 :
Liability to Third Parties

1. Subject to our limits of liability, we shall cover your legal liability arising as a result of an accident involving your vehicle in respect of;

   (i) accidental death or bodily injury to any person

   (ii) damage to any property

   (iii) death or bodily injury to any passenger whilst getting in or alighting from or travelling in your fee levying passenger carrying vehicle at the time of the accident. Our maximum liability per passenger is limited to Rs. 2,000/- and up to the maximum number of passengers permitted to carry by the vehicle.

2. However, we do not cover you for;

   (i) death of or bodily injury to any member of your household or to a person in your employment arising out of or in the course of such employment.

   (ii) damage to property belonging to or under the control of you, persons or members of your household or persons acting on your behalf or authorized by you.

   (iii) damage to any bridge and/or weighbridge, viaduct, to any road or anything beneath by vibration or by the weight of your vehicle or the load carried by your vehicle

   (iv) death, injury or damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the loading or unloading activities of your vehicle (other than for private cars and motor cycles).

   (v) damage to property caused by sparks or ashes from your vehicle or caused by or arising out of the explosion of a boiler of your vehicle

   (vi). death, injury or damage caused by any tool or attachments forming part of your vehicle.

3. We shall pay all costs and expenses subject to obtaining our written consent.
4. If your vehicle is driven by an authorized person, we shall cover such person if,
   (i) such person is not entitled for cover under any other policy, and
   (ii) such person strictly adheres to all the provisions of your policy.
5. We shall cover the personal representatives of any person who is entitled to cover under this policy in the event of his death if such personal representatives observe, fulfill and adhere to all terms, conditions and exceptions of the policy.
6. We may;
   (a) represent you at any inquest or fatal inquiry in respect of any death involving your vehicle which results in a claim covered under this policy.

7. Optional Compensation Scheme for death or permanent disability of third-parties due to motor vehicle accidents.

(i) We shall pay Rupees Five Hundred Thousand (Rs 500,000/-) in the event of death and upto a maximum of Rupees Five Hundred Thousand (Rs 500,000/-) in the event of permanent disability subject to the percentage mentioned in the Circular 3 of 2024 issued by the Insurance Regulatory Commission of Sri Lanka (IRCSL) to third- parties due to Motor vehicle accidents under the Optional Compensation Scheme (OCS).

(ii) Third Party victims, mainly pedestrians and cyclists who are deceased or permanently disabled due to motor vehicle accidents occurred on or after 01st March 2024 or their legal heirs are eligible for compensation under OCS.

(iii) Death or permanent disability should be a result of a motor vehicle accident and death or permanent disability should occur or should have commenced to occur within 12 months from the date of the accident.

(iv) You may refer annexure for the application to be submitted by the third party in the event of a claim under OCS in terms of the aforesaid circular 3 of 2024.

LIMITS OF LIABILITY

Our liability in respect of any one accident/loss is limited as follows unless otherwise specified in the policy or schedule.

	Private Cars	All other Vehicles
Our liability under Section 1 – 1(i)	Unlimited	Unlimited
Our liability under Section 1 – 1(ii)	Rs. 10 Million	Rs.100,000.00

Section 2:

Coverage for your vehicle – Liability limited to Total Loss only

The company will indemnify the Insured against loss of or damage to any motor vehicle described in the schedule(s) hereto and/ or its accessories and spare parts whilst thereon/therein due to;

I. collision, overturning or any other accidental external means

II. fire, external explosion, self-ignition, or lightening

III. burglary, house breaking, or theft

IV. earthquake, earth slip, landslide, rockslide, flood, cyclone, hurricane, storm, tempest, typhoon, hailstorm, frost, tornado, tidal waves, tsunami, seaquake and volcanic eruption

V. malicious acts

Section 3:

Coverage for your vehicle - Limited Liability on Claims (Partial Loss)

The following clauses shall apply only if indicated on your policy schedule. All terms, conditions and exceptions of your policy shall apply unless expressly varied.

Limit of Liability

Sub Section A – our liability is limited to **10%** of the final payable claim amount after applying the excesses, deductibles and contributions.

In consideration of the insured having paid an additional premium, the company will indemnify the Insured against loss of or damage to any motor vehicle described in the schedule(s) hereto and/ or its accessories and spare parts whilst thereon/therein due to;

I. collision, overturning or any other accidental external means

II. fire, external explosion, self-ignition, or lightening

III. burglary, house breaking, or theft

IV. earthquake, earth slip, landslide, rockslide, flood, cyclone, hurricane, storm, tempest, typhoon, hailstorm, frost, tornado, tidal waves, tsunami, seaquake and volcanic eruption

V. malicious acts

Sub Section B – our liability is limited to **25%** of the final payable claim amount after applying the excesses, deductibles and contributions.

In consideration of the insured having paid an additional premium, the company will indemnify the Insured against loss of or damage to any motor vehicle described in the schedule(s) hereto and/ or its accessories and spare parts whilst thereon/therein due to;

I. collision, overturning or any other accidental external means

II. fire, external explosion, self-ignition, or lightening

III. burglary, house breaking, or theft

IV. earthquake, earth slip, landslide, rockslide, flood, cyclone, hurricane, storm, tempest, typhoon, hailstorm, frost, tornado, tidal waves, tsunami, seaquake and volcanic eruption

V. malicious acts

Sub Section C – our liability is limited to **50%** of the final payable claim amount after applying the excesses, deductibles and contributions.

In consideration of the insured having paid an additional premium, the company will indemnify the Insured against loss of or damage to any motor vehicle described in the schedule(s) hereto and/ or its accessories and spare parts whilst thereon/therein due to;

I. collision, overturning or any other accidental external means

II. fire, external explosion, self-ignition, or lightening

III. burglary, house breaking, or theft

IV. earthquake, earth slip, landslide, rockslide, flood, cyclone, hurricane, storm, tempest, typhoon, hailstorm, frost, tornado, tidal waves, tsunami, seaquake and volcanic eruption

V. malicious acts

However, we do not pay;

i. for damages to tyres and tubes unless the vehicle also sustains other damage at the same time. In such event, our liability shall not exceed 50% of the cost of replacement of tyres/tubes.

ii. for Air bags on vehicle unless the motor vehicle also sustains other damage at the same time.

iii. for loss or damage to accessories, spare parts / integral parts by burglary, house breaking or theft unless the vehicle is stolen at the same time other than in respect of private cars.

Key Definitions

Accessories means all video, audio and other equipment (including electric vehicle charging cables) provided or fitted in/on your vehicle as standard equipment by the vehicle manufacturer and/or distributor or otherwise declared and endorsed under this Policy.

Accident means an unexpected and unintentional event that is violent, visible and external in relation to the vehicle.

Breakdown means a vehicle failure which has caused the vehicle to be immobilised or become unroadworthy or unsafe to drive in transit, due to mechanical or electrical fault.

Certificate of Insurance means the document titled "Certificate of Insurance" which may provide information on your insurance cover such as the types and limits of coverage, insurance company, vehicle registration number, policy number, persons entitled for cover and/or policy effective period.

Contribution means if a loss arises and you have taken more than one insurance policy, then the loss will be covered by the policies based on the proportion of the coverage the insurance policy provides.

Cover Note means the document titled "Temporary Cover Note" and which is a temporary document that we may issue to you providing proof of insurance coverage until a final insurance policy can be issued.

Deductible means the amount of money you agree to pay for repairs before insurance covers the rest.

Endorsement means an authorised variation and/or amendment to your policy.

Excess means the initial amount each and every claim under the policy that you must bear, irrespective of who is at fault in the relevant accident.

Market Value means the cost to buy another similarly-aged vehicle of the same make and model (or a similar make and model if the same is not available) with similar accessories and in a similar condition as your vehicle at the time of loss.

Partial Loss means loss of or damage to vehicle but not to the extent that it is completely destroyed or deemed a total loss.

Period of Insurance means the period shown in the schedule when the cover provided by this policy is operative.

Policy means the application, this document, the schedule, the cover note, the certificate of insurance, and any endorsements we have issued under this policy, all of which should be read together as one contract.

Proposal Form means the application form required to be completed and signed by the applicant containing all the data required by the insurance company including any necessary questions and declarations.

Theft means a visible, forcible or violent entry into your vehicle such that your vehicle, accessories or spare parts are taken without your consent.

Total Loss means a loss that occurs when an insured vehicle is destroyed or damaged to such an extent that it can be neither recovered nor repaired for further use and/or at the time of loss or damage of the vehicle, the cost of repairs exceeds the difference between the sum insured/market value (whichever is lower) of the vehicle at the time of the loss and the estimated salvage value.

Windscreen means the front, side, rear and quarter glass but not the sunroof or any glass roof of the vehicle.

Section 4:
General exclusions

4.1)We do not pay for any loss or damage;

1. in respect of consequential loss, depreciation, wear and tear, mechanical or electrical or electronic breakdown, failures or breakages or by overloading or strain or by the nature of the load of your vehicle

2. for any loss or damage to your vehicle;

i. due to theft or conversion by your employee or authorized driver.
ii. when driven in violation of manufacturer's guidelines.
iii. if the loss is aggravated as a result of you or your representative's negligence while towing, transportation, loading or handling of the damaged vehicle.
iv. due to hydrostatic lock, oil leakage, oil starvation or leakage of coolant.

4.2) We do not pay for any loss or damage or liability;

1. occurred outside the land limits of Sri Lanka.
2. arising out of any contractual liability
3. occurred or caused while the vehicle,

i. is being used for any purpose not permitted by the current motor insurance certificate as set out below.

a) Business purpose other than the business purpose of the policyholder.
b) Races, Rallies, Trials, Exhibitions or speed contests or in connection with same.
c) In the category of Private Motor Car and Motorcycle insurance, the carriage of goods (other than samples) in connection with any trade or business.

d) Carriage of persons or goods for fee or reward except in the category of Hiring vehicles.

e) Contract of letting or hiring except in the category of Hiring vehicles.

ii. is being driven by or being driven under the control of any person not authorized by the current motor insurance certificate as set out below.

a) Any person other than the policyholder or a person driving with the policyholder's express or implied permission.

b) Any person other than the policyholder or a person employed by the policyholder driving with his express or implied permission.

c) Any person who is not the holder of a driving license valid to drive such class of vehicle unless he has held and is not disqualified for obtaining such a license.

iii. is plying for hire in co-ordination with SLTB.

4. directly or indirectly arising out of invasion, act of foreign enemies, hostilities or war like operation, civil war, strike, riot, civil commotion, terrorism, mutiny, rebellion, military or usurped power or by any consequence of these occurrences.

5. if you or anyone drives your vehicle, consuming or having consumed by any means or manner any intoxicating liquor or drugs or any other intoxicating substance at the time of the accident or loss.

6. a) caused by electrical breakdown, failures or breakages including that of any microchip, embedded chips, integrated circuit or similar device failing to correctly recognize any date as its true calendar date.

b) arising from the use or operation of any computer system, computer software program, malicious code, computer virus or process or any other electronic system to inflict harm on others.

7. caused by;

(a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof or any other radioactive matter.

(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(d) any chemical, biological, biochemical or electromagnetic weapon.

8. (a) to your vehicle resulting from jackknifing.

(b) to your vehicle while being driven/detained by a police officer

(c) to your vehicle while being seized or taken over by persons acting on behalf of a Leasing/Finance company and whilst the said vehicle is in the custody or control of such company.

(d) which is not consistent with the description of the accident or damage to or loss of the vehicle as described by you or anyone acting on your behalf.

(e) if the vehicle is being used to commit any offence or unlawful act by you or any authorized driver

9. to your vehicle or its accessories

(a) as a result of tipping, toppling or overturning of the vehicle whilst loading or unloading or while being used as a tool of trade

(b) as a result of participation in rallies, processions, races, trials, exhibitions, speed contests or any other hazardous sports activities.

10. for any expenses incurred in respect of diagnosing any fault or any repairs carried out in any country other than in Sri Lanka.

11. Sanction clause

No insurer shall be deemed to provide cover and the insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This policy does not provide any insurance coverage nor provide any benefit hereunder to the extent that the provision of such insurance coverage and/or the provision of such benefit would expose the insurer (company) to any breach of applicable sanction laws. Therefore, this policy does also not provide any insurance coverage or other benefits if and to the extent this would violate any sanction law or regulations of the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Conditions

1. **Reasonable precautions, proper maintenance & minimizing losses**

   You shall take all reasonable precautions to safeguard your vehicle from giving rise to any possible loss or damage and maintain your vehicle in efficient and roadworthy condition. We shall have free and full access to examine your vehicle, your drivers and employees at any time. In the event of any accident or breakdown you shall not leave your vehicle unattended and shall take precautions to prevent any further loss or damage. If your vehicle is driven before the necessary repairs are done, we shall not be liable for any further loss or damage to your vehicle or such damage or loss arising involving your vehicle.

2. **Cancelation**

   We may cancel your policy by giving 7 days notice by registered post to you at your last known address and refund the prorated premium for the unexpired policy period. You may also cancel your policy at any time by giving 7 days notice to us and if there is no claim made or arisen for the current period, we will refund you a portion of the premium after deducting the premium at short period rate for the expired policy period. As depicted in Table on Short period refund rates cited under Appendix.

3. **Other insurances**

If any other policy exists covering a claim involving your vehicle, we shall only pay our rateable proportion of any loss or damage. This Condition shall not engage any liability which is excluded under Sub section 4 (i) of Section 1 of this Policy.

4. **Change or modification**

You shall immediately inform us of any change, modification or inclusion of any special feature to your vehicle which materially affects our liability and upon consideration, we shall be entitled to impose any further terms, conditions and exceptions.

5. **Observance of terms and conditions.**

Your due observance and fulfillment of all the terms, conditions and clauses of your Policy, schedule and certificate of insurance, the truth of the Statements and answers in the Proposal form, completeness and accuracy of information, statements or documents given by you in a claim are conditions precedent to our liability to make any payment under your policy.

6. **Fraudulent claims**

You shall forfeit all the benefits of your policy, if your claim is in any respect fraudulent or if you or anyone on your behalf use any fraudulent means, devices or documents to obtain any benefit under your policy or if you or anyone with your connivance, act wilfully to cause any loss or damage or if any false declaration or statement is made in support of any claim.

7. **Avoidance of certain terms and right of recovery.**

This policy or any clause herein shall not 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 you shall repay all sums paid by us which we would not have been liable to pay but for this provision.

8. **Application of limits of indemnity**

In the event of any accident involving indemnity to more than one person, the total amount of indemnity shall not exceed our limit of liability under your policy and you shall be given priority.

9. Jurisdiction

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 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.

10. Premium payment warranty

(i) Notwithstanding anything herein contained but subject to (ii) and (iii) hereof, it is hereby agreed and declared that the full premium due and payable in respect of this insurance is required to be settled to the insurer(the company) on or before the premium due date agreed with the company (which shall be a date not exceeding 30 days from the date of inception of the policy) and in the absence of any such premium due date, the full settlement of the premium is required to be made or effected on or before the expiry of the 30th day from the date of inception of this policy, Renewal certificate, Endorsement or Cover note(hereinafter referred to as the "due date").

(ii) It is also declared and agreed that the settlement of the full premium on or before the due date shall operate as a condition precedent to the insurer's (the company's) liability or obligation to settle a claim under this policy, Renewal certificate, Endorsement or Cover note.

In the event of any claim arises between date of commencement of this insurance and the "due date for the settlement , the insurer (the company) may defer any decision on liability or postpone the settlement of any such claim until full settlement of the premium is effected on or before the "due date".

(iii) It is also declared and agreed that where the full premium payable hereunder remains outstanding as at the closure of business of the insurer on the "due date" then the cover under this insurance and any obligation assumed or imputed under this insurance shall stand to be cancelled, ceased and revoked immediately. However, such cancellation will not prejudice the right of the insurer (the company) to invoke any legal defences or to recover the full or any part of the defaulted premium attributable to the expired period of insurance.

11. We shall pay you for damage to windscreen(s) / windows on vehicles registered as buses, omni buses and motor coaches only up to 10% of either your sum insured or actual market value of your vehicle at the time of loss, whichever is lower.

12. We shall pay you for the accidental damage to your battery or inverter where your vehicle also sustains other damage at the same time. Our liability in respect of the battery or inverter shall be limited to 10% of the sum insured of your vehicle or 10% of the actual market value of your vehicle at the time of the accident or the current market value of a similar battery or inverter or the cost of repairing the damaged battery or inverter to the pre-damaged condition, whichever is lower.(This is applicable only for hybrid/electric vehicles.)

The maximum amount of owner’s contribution in respect of ‘batteries’ for all classes of vehicles (except hybrid/electrical vehicles) shall be 50%.

13. Where your policy has been extended to cover hiring,

(i) Your vehicle shall be used by you or your employee or your authorized driver to carry passengers or goods for a fee or reward.

(ii) Your vehicle shall be under your custody, control and supervision.

14. Compulsory excess

You shall bear the amount mentioned in your Schedule as a compulsory excess in respect of each and every claim.

15. Vehicle age excess

Your policy shall involve an excess based on the age of the vehicle in respect of each and every claim as stated in your schedule subject to the limitations specified in the schedule.

Additional Covers

The following additional covers/extensions shall apply only if indicated on your policy schedule.

All terms, conditions and exclusions of your policy shall apply unless expressly varied.

1- Strike, Riot and Civil Commotion

In consideration of the insured having paid an additional premium , it is hereby declared and agreed that the words " strike, riot, civil commotion" in General Exclusion 4.2.4 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 or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence of such disturbance.

2. The willful act of any striker or lock-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 minimising the consequence of any such act provided that the indemnity given by reason of this clause shall not apply to any accident loss or damage or liability (except so far as is necessary to meet the requirement 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 war like 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, rebellion, revolution, insurrection, military or usurp 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 the influencing of it by terrorism or violence, or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder the insured shall prove that the accident, loss, damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the company shall not be liable to make any payment in respect of such a claim.

It is further declared and agreed that not withstanding what is stated in the condition 2 of the policy this insurance may at any time be terminated by the insurers on notice to that effect being given by registered post to the insured's last known address , in which case the insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancellation. If the insurance be terminated at the request of the insured the company shall not be liable to repay the premium or any part thereof.

3. It is further declared and agreed that this additional cover is subject to the following exclusions.

A. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETICWEAPONSEXCLUSION CLAUSE.

This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith

1. ln no case shall this insurance cover loss, damage or liability or expense directly or indirectly caused by or contributed to by or arising from
   1.1. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
   1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
   1.3. any weapon or device employing atomic or nuclear fission 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, biochemical or electromagnetic weapons.

B. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

1.1. Subject only to clause 1.2 below. in no case shall this insurance cover loss, damage or liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a mean for inflicting harm, of any computer, computer system computer software program, malicious code, computer virus or process or any other electronic system.

1.2. where this clause is endorsed on policies covering risks of war, civil war, revolution

rebellion, insurrection or civil strife arising therefrom or any hostile act by or against a belligerent power or terrorism or any person acting from a political motive, clause 1.1. shall not operate to exclude losses (which would otherwise be covered) arising from arising from the use of any computer, computer system or computer software program of any other electronic system in the launch or guidance system or firing mechanism of any weapon or missile.

This additional cover is granted for and or behalf of National Insurance Trust Funds and any liability whatsoever under this specific cover shall devolve solely upon the said fund.

Subject otherwise to the terms, conditions and exclusions of the policy.

2- Terrorism

In consideration of the payment of an additional premium , it is hereby declared and agreed that notwithstanding anything contained to the contrary in the Strike Riot & Civil Commotion cover under additional cover 1 and the exclusion for "Terrorism" in the General Exclusion 4.2.4 of the within written policy, the insurance granted therein is extended to cover 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 influence 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 extension 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.

The maximum liability in respect of damage to any one insured vehicle is limited to the sum insured.

It is further declared and agreed that this extension is granted for and on behalf of the National Insurance Trust Fund and any liability whatsoever under this specific extension shall devolve solely upon the said fund. Notwithstanding what is stated to the contrary in the policy if the terrorism extension to the policy being cancelled by the insurer , a pro-rata refund will be allowed to the insured. However no refund premium shall be made if this extension is cancelled at the request of the insured.

Subject otherwise to the terms, conditions, exclusions and exceptions of the policy.

3 - Vehicles on Rent

Subject to an additional premium being paid, your policy is extended to cover accident or loss to your vehicle while you have rented it to any person (Primary Hirer) or allow such Hirer to re-rent to another (Secondary Hirer).

(i) You shall enter into a Hiring Contract with the Primary Hirer. Such hirer shall duly complete

and sign a declaration form in the prescribed format attached with this policy which shall be a part of your hiring contract. When re-renting, you shall agree with your Primary Hirer to enter into a further contract with the Secondary Hirer. The Secondary Hirer shall duly complete and sign a declaration form with the Primary Hirer in the said prescribed format which shall be a part of such contract.

In renting and/or re-renting, you shall ensure the observance and compliance of the terms and conditions of your policy.

(ii) Such Hirer shall not have been refused a motor insurance cover or had his policy cancelled or had special condition imposed or premium increased by reason of claims experience.

(iii) You shall submit a copy of the Hiring Contract(s) along with the declaration form(s) to consider your claim.

(iv) We do not pay ;

(a) the first Rs 6000/- of each and every claim

(b) for any claim arising from theft or conversion by the Primary Hirer or Secondary Hirer.

(c) for any claim arising from further renting after Secondary Hirer

Claims Handling Procedure

1. You shall inform by calling us on our call centre number indicated in the certificate of insurance (011 230 3300) forthwith in the event of an accident or loss. You shall forward every letter, claim, writ or .summons to us immediately on receipt by you.

You shall also immediately inform us about any impending prosecution in respect of any accident or loss involving your vehicle.

You shall also give immediate notice to the Police about theft of your vehicle or any other criminal act involving your vehicle and co-operate with us in order to get the offender convicted.

2. In the event of an accident you shall not dismantle any part of the vehicle or start any repair without our prior written approval.

3.1 You shall not offer, promise, make payment or admit liability without our prior written approval. We shall at our own option take over and conduct in your name the defense or settlement of any claim or prosecute in your name in respect of any claim. We shall have full discretion in the conduct of such proceedings or in the settlement of any claim and you shall give all the information and the assistance we need.

3.2 We may pay our liability in full under any 3rd party property claim (except involving private cars) to you at any time after the happening of any event giving rise to such claim and opt out from the conduct of any defense, settlement or proceedings.

3.3 You shall co-operate and assist us or our authorized representatives in any fact finding exercise being carried out in the event of a claim.

3.4 You shall fulfill all the requirements in relation to your claim, carry out the repairs and produce the vehicle for Inspection within sixty (60) days from the date of accident or loss.

Any extension to the above shall be considered upon your written request subject to our written consent.

4.1 We may repair, reinstate or replace your vehicle mentioned in the schedule or its accessories or spare parts or may pay in cash in the event of an accident or loss. In the event of a partial loss claim, our liability at the time of such accident or loss is limited to the actual value of the damaged or lost parts or accessories and the reasonable cost of fitting but shall not exceed the maximum limit of liability specified in the schedule.

4.2 In the event of a Total Loss claim our liability is limited to either the sum insured or market value of your vehicle at the time of such accident or loss whichever is lower.

5. In the event of no spare parts or accessories available in Sri Lanka, subject to the above, we will pay;

i. The price quoted in the latest catalogue or price list issued by the manufacturer or his local agents, subject to a percentage of such price to be borne by you as specified in the appendix given in the policy.

ii. If no catalogue or price list available, price lists obtained from the manufacturer's Works inclusive of reasonable transport cost (other than by air) and import duty.

iii. Reasonable cost of fitting of such spare parts or accessories to the vehicle.

6. We will pay 50% of total replacement cost of CV joint, boot covers, brake pads and liners, sensors, clutch and pressure plates, master pumps, repair kits (brake & clutch), oil, gases, filters, gaskets, belts, brake washers, O-rings, oil seals, other packing, rubber items and other consumable items.

7. You and your authorized driver at the time of an accident or loss involving your vehicle shall report such accident or loss to the nearest Police Station as per the Provisions of the Motor Traffic Act.

8. Following documents is required to be submitted by you in the event of a claim.

a) Claim Form

b) Settlement Advice

c) Discharge Voucher

d) Letter of Subrogation

e) Letter of Indemnity

f) Any other document necessary depending on the nature of the claim

Grievances/Complaints Handling Procedure

1. How to make a complaint

In the event of a customer feels that he/she is dissatisfied with the manner in which they have been served at any of our customer touch points or if our products do not meet their expectation there are many avenues opened to our customers to reach the Complaints Handling Unit and make a complaint.

Following facilities are made available for complaints to be lodged;

(i) By visiting or writing to: The Customer Experience Management Unit at Allianz Insurance Corporate office premises or by visiting any branch office or by visiting to our Customer Care Centre, No 323, Union Place, Colombo 2.

(ii) Direct Telephone contact: Manager – Customer Experience / Complaints Management Unit 0114788796 and 0114788814

(iii) Complaints can be made via 24hrs

• Hotline - General Insurance 0112303300

• Hotline - Life Insurance 0112300400

(iv) Email: email to reach us via info@allianz.lk

(v) Website : customer feedback form available at www.allianz.lk

(vi) Standard notice board displayed at every branch at the front office with the contact numbers/email to reach the Customer Complaints Handling Unit.

(vii) Letters addressing to the Complaint officer in-charge as shown below

Manager – Customer Experience

Allianz Insurance Lanka Limited,

Levels 25-27, One Galle Face Tower,

No 1 A, Centre Road, Galle Face, Colombo 02.

1.1.1 Language of preference: Customers could make the complaints in Sinhala, Tamil or English at their convenient and all correspondence with the complainant is followed in the language in which the complaint was made.

1.1.2 Documents and information to be produced along with a complaint by the policy holder/insured:

(i) Name of policy holder

(ii) Policy number/vehicle number/claim number

(iii) Contact details such as telephone no's/email, postal address

(iv) Subject of the complaint

(v) Description of the complaint -in writing preferably (email/letter/fax/social media)

(vi) Documents or evidence supporting the complaints

(vii) Category of the insurance -Life, Motor or Non-Motor

1.2 Complaint Review Process

1.2.1 Registering/Recording of Complaints - Every service related complaint received at branches/departments/Customer care centre should be forwarded to Manager – Customer Experience via email or via the Complaint Management System. (CMS)

Each complaint is recorded in the Complaint Management System by the Complaints handling officers. The system records are maintained with all the necessary information on the complaints, including;

a) Name of policy holder

b) Policy number/vehicle number

c) Contact details/email

d) Description of the complaint

e) Date of receiving the complaint

f) Category of the insurance -Life, Motor or Non Motor

g) Date of acknowledgement

h) Status of the complaint - Resolved/pending/Partially resolved

i) Date of closing the complaint

j) Date of Resolution

k) Description of Resolution

1.2.2 Acknowledgement of complaints

All complaints are recorded in the Complaints Management System within 3 days from the receipt of such complaint. CMS is an in-house developed application enabling to enter and monitor the complaints until the resolution is reached. A reference number for each complaint is provided along with an acknowledgement.

After receiving complaint in writing, acknowledgement shall be sent within 2 working days from the recorded date. The acknowledgement contains the ''Reference number'' and ''contact

details'' of the person to be contacted in the event that customer requires to know the status of the complaint.

1.2.3 Analysis of complaints

i. Every incoming complaint is categorized by the nature of the complaint. If the complaints are premium fraud related, misappropriation, wrong selling/mis selling, procedural violation, malpractices, data privacy & information security related, then complaints will be forwarded to the respective function (eg: Internal Fraud, Data Privacy, Information Security etc.) for further investigations.

ii. Customer Experience Management should also conduct the preliminary investigation in order to find out the facts and to resolve the complaints. However, the respective Department Head or Head of Branch/Regional Sales Manager and Provincial Sales Manager are required to support the Customer Experience Management unit to resolve the complaint within the set timelines.

iii. If Complaint handler views that further inquiry needs to be conducted based on the preliminary findings, the respective head of the department or head of branch should be informed of the same. Accordingly, explanation should be called from the respective employee within (3) working days as per the Complaint Handling Procedure of the Company.

Role of Complaint Handling Unit

a) The complaint shall be addressed to the respective department or operational unit by the Complaints Handling Unit. The status of the complaint should be kept informed and updated to customer.

b) A Complaint Register shall be maintained and updated by Complaints Handling Unit of CRM and by the respective Departments.

c) Complaints Handling Unit should update the Complaint Management System of the outcome. Meantime, HR should take appropriate action based on the findings by the Inquiry and the copy of the decision should be filed in the personal file of the employee/agent.

d) The outcome of the inquiry should be informed to the respective Department head and internal Investigation unit and Legal & Compliance for their information and records.

e) The complaints Register must be orderly maintained at the respective Branch as well.

1.2.4 Timelines in complaints handling and communicating resolution

Activity	Timeline
Recording of Complaints	Within 3 days from the receipt date
Acknowledgement of Complaints	Within 2 days from the recorded date
Resolution for the service related complaints	Within 8 working days
Resolution for the Premium Misappropriation related complaints	28 Days –Subject to availability of the facts and evidences
Communicating the resolution to customer	Within 2 days from the decision taken the facts and evidences
Responding to the appeal	Within 4 weeks from the receipt date

In case an appeal, if the complainant not satisfied with the resolution given, he or she could contact the following officer.

Dispute Resolution Mechanisms / Legal Proceedings

In the event the customers are not satisfied with the resolution given by the company, we would advise them to refer their complaint to the either Insurance Ombudsman or Insurance Regulatory Commission of Sri Lanka (IRCSL).

Office of Insurance Ombudsman
No 143A, Vajira Road,
Colombo 5.

Telephone – +94 11 250 5542 / +94 11 250 5041
Email – info@insuranceombudsman.lk
Website – https://insuranceombudsman.lk/

Director Investigations
Insurance Regulatory Commission of Sri Lanka
Level 11 East Tower, World Trade Center,
Colombo 01.

Telephone – 0112396184-9 / 0112335167
Email – investigation@ircsl.gov.lk / info@ircsl.gov.lk

No action in law or equity shall be brought to recover under the policy until after the expiration of 60 days from the date of which proof of claim has been furnished in accordance with the policy conditions. The parties have agreed that the laws of the Republic of Sri Lank shall apply in the event of any dispute, claim, question, or disagreement arising from or relating to this contact or the breach thereof, the parties shall use their best efforts to settle the issue. They shall

consult and negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties through the Company's Complaint Handling Procedure.

Failing which, parties may refer such disputes to a competent court of jurisdiction in Sri Lanka.

General Terms

Data Privacy & Protection

We are strongly committed to conducting our business in full compliance, and in accordance with applicable Data Privacy protection laws and regulations. All privacy related matters are governed by Allianz Privacy Notice which is available on our official website https://www.allianz.lk/data-privacy-notice.html. The said privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Further, we are committed to keep your Personal Data only so long as necessary to fulfill the purposes for which the data was collected for or to fulfill legal obligations.

Definition:

Personal Data : means any information relating to an individual

Appendix

CONTRIBUTION APPLICABLE FOR ALL VEHICLES OTHER THAN MOTOR CYCLES AND THREE WHEELERS When damaged parts are replaced with brand new parts.

Age of Vehicle	All body parts, glasses and factory fitted fixtures		Mechanical, Electrical and Electronic components	
	Brand-new Vehicle	New/ Recondition vehicle	Brand-new Vehicle	New/ Recondition vehicle
Less than 1 year	0%	20%	-	30%
Over 1 year	0%	35%	10%	40%
Over 2 years	0%	35%	20%	50%
Over 3 years	15%	35%	30%	50%
Over 4 years	20%	35%	40%	50%
Over 5 years	25%	35%	50%	50%
Over 6 years	30%	35%	50%	50%
Over 7 years	35%	40%	50%	50%
Over 8 years	40%	40%	50%	50%

CONTRIBUTION APPLICABLE TO THREE-WHEELERS & MOTOR BIKES

When damaged parts are replaced with brand new parts

Age of Vehicle	All body parts, glasses & factory fitted fixtures	Mechanical, Electrical and Electronic
Less than 01	-	25%
Over 01 year	10%	30%
Over 02 years	15%	40%
Over 03 years	20%	50%
Over 04 years	25%	50%
Over 05 years	30%	50%

Over 06 years	35%	50%
Over 07 -10	40%	50%
Over 10 -20	40%	50%
Over 20 years	40%	50%

TABLE ON SHORT PERIOD REFUND RATES

Applicable in the event of customer's request for a cancellation.

Used Period	**Refund Allowed Percentage (From Basic premium)**
Less than 1 week	87.50%
Up to 1 month	75%
Up to 2 months	62.50%
Up to 3 months	50%
Up to 4 months	37.50%
Up to 6 months	25%
Up to 8 months	12.50%
Above 8 months	No refund

Annexure

Optional Compensation Scheme for Third Party Victims of Motor Traffic Accidents for Death and Permanent Disability

Application for Compensation

N.B. Complete this application form after properly reading and understanding the instructions mentioned in pages 6 & 7 below.

Section 01

Particulars of the Applicant

1.1 Full Name: .....

1.2 Postal address: .....

1.3Occupation: .....

1.4 Place of Work: .....

.....

1.5 Contact Number:
Mobile : ..... Fixed Line : .....

1.6 Date of Birth: Year ..... Month .....Date .....

1.7 National Identity Card Number: .....

1.8 Sex : .....

1.9 Marital Status: .....

1.10 Relationship to the Person Deceased / Permanently Disabled:

.....

Section 02

Particulars of the Person Deceased / Permanently Disabled

2.1. Full Name .....

2.2. Postal Address: .....

2.3. Contact Number: .....

2.4. Date of Birth: Year ..... Month ..... Date .....

2.5. National Identity Card Number: .....

2.6. Sex: .....

2.7. Marital Status: .....

2.8 Full Name of the Spouse: .....

2.9. Full Name and Age of each Child, if any:

.....

.....

.....

2.10 Names of the Parents, if alive: .....

.....

.....

Section 03

Details of the Accident

3.1. Nature of the Accident: Fatal .....Critical Injuries .....

3.2 Date of the Accident: Year .....Month .....Date.....

3.3 Time of the Accident: .....a.m./p.m.

3.4 Place of the Accident: .....

3.5 If persons other than the injured / deceased had died or got injured by the accident, names of such persons (If known)

.....

.....

3.6 District of the place of accident: .....

3.7 Police station to which the accident was reported: .....

3.8 Date on which the accident was reported to the police station:
Year ..... Month ..... Date .....

3.9 Time at which the accident was reported: .....a.m./p.m

3.10 Number under which the accident was recorded at the police station: .....

3.11 Details of the vehicle which caused the accident (Can be obtained from the police station at which the accident was reported)

- Type of Vehicle: .....

- *Vehicle Number: .....

-* The Insurance Company which insured the vehicle: .....

- Insurance policy number: .....
(*Required)

3.12 Details of the driver who caused the accident (Can be obtained from the police station at which the accident was reported):

- Full Name: .....

- National Identity Card Number: .....

Medical Evidence

Should be completed by the Medical Officer in charge of the ward of the hospital to which the patient was admitted

4.1 Full Name of Patient : .....

4.2 Name of the hospital : .....

4.3 Date on of Admission: .....
Date of discharge:.....

4.4 Nature of the injury:.....

4.5 Is the patient permanently disabled? .....

4.6 Type of injury of the patient (out of the list of disabilities identified in Annex 02 (a) of the compensation scheme)

.....

4.7 Other details

.....

.....

.....

.....

Name of the Medical Officer: .....

Signature: .....

Official Stamp:

*N.B. Medical Officer means a Medical Officer registered with the Sri Lanka Medical Council or Ayurvedic Doctor registered with the Ayurvedic Medical Council.

I hereby certify that the above particulars are accurate to the best of my knowledge.

....

Signature of the Applicant Date

Certification of Grama Niladhari and Divisional Secretary

I hereby certify that the above mentioned applicant .....
(Name), is known to me and he/ she is permanently residing at this division and the particulars furnished by him/ her are true and accurate to the best of my knowledge.

....

Signature of Grama Niladhari Date
Official Stamp

....

Signature of the Divisional Secretary Date

Official Stamp

Instructions for the applicants

1. Information on the optional compensation scheme for third party victims of motor traffic accidents – death or permanent disability are stipulated in Circular No: 03 of 2024 issued by the Insurance Regulatory Commission of Sri Lanka on 26.02.2024. For more details visit www.ircsl.gov.lk.

2. The completed application form along with copies of documents mentioned herein certified by the Divisional Secretary (except where originals are required) should be handed over to the insurance institution which insured the vehicle that caused the accident, within 6 months from the date on which the death or permanent disability occurred. Please obtain a signed acknowledgement from the insurance institution.

3. The Application Form of this optional compensation scheme can be obtained as follows:
   i) From all the Police Stations
   ii) From all the Divisional Secretariats
   iii) From Insurance Regulatory Commission of Sri Lanka, 11th Floor, East Tower, World Trade Center, Colombo 01 or by visiting www.ircsl.gov.lk or the Facebook Page of IRCSL
   iv) From National Council for Road Safety, Ministry of Transport, No: 01, D.R. Wijewardhana Mawatha, Colombo 10
   v) From www.roadsafety.gov.lk or visiting "roadsafety sri lanka" Facebook Page
   vi) From branches of all General Insurance Institutions

4. Information on General Insurance Institutions registered with the Insurance Regulatory Commission of Sri Lanka is available at www.ircsl.gov.lk.

5. If an Insurance Institution rejects a request for compensation or if the compensation paid does not comply with the percentages indicated in Annexure 2(a) herein, you may forward an appeal to the Insurance Ombudsman. Details of the Insurance Ombudsman are indicated below:

   Address: Insurance Ombudsman
   Office of the Insurance Ombudsman
   No: 143A, Vajira Road
   Colombo 05
   Telephone + 94 11 250 5542/ + 94 11 2505041
   Email - info@insuranceombudsman.lk
   Website https://insuranceombudsman.lk

6. Further details with regard to this scheme can be obtained through the Hotline 0112 396 188 of the Insurance Regulatory Commission of Sri Lanka.

The application should be submitted to the respective Insurance Institution along with copies of the following documents certified by the Divisional Secretary. Originals should be submitted where required.

For Permanent Disability claims

(1) Certified copies of the National Identity Cards of the Applicant and the victim of the accident;
(2) Police Report (Should be completed by the Police Station to which the accident was reported (*Original);
(3) Diagnosis Card issued by the hospital (Name of the Medical Officer, signature, official stamp and date should be included) and certified copies of other medical reports;
(4) Certified copies of Birth Certificates of the Applicant and the victim of the accident;
(5) In cases where the applicant is the spouse of the victim of the accident, a certified copy of the Marriage Certificate.

For Death Claims, following documents should be submitted in addition to the above documents:

(1) Certified copies of the Death Certificate and the Coroner's Report;
(2) Certified copies of Birth Certificates of the children of the deceased (Birth certificates of the boys less than 18 years of age and girls less than 20 years of age at the time of the death);
(3) If the deceased is unmarried, a certificate of Grama Niladhari counter signed by Divisional Secretary or a formal Affidavit to prove same. (*Original).