Allianz Insurance Lanka Limited
Company No. PB 5179
Levels 26-27, One Galle Face Tower, No 1 A, Centre Road, Galle Face, Colombo 02.
Tel: 0112 303 300 | Website: www.allianz.lk | Email: info@allianz.lk

MOTOR INSURANCE POLICY

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.

COVERAGE

As stated in your Schedule and Certificate of insurance and subject to the terms, conditions and exceptions to your policy.

A. COMPREHENSIVE
Section 1 & 2 are applicable
Section 3 is applicable to Private Cars only.

B. THIRD PARTY ONLY
Section 2 is applicable

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	Omni buses plying for hire in co-ordination with SLTB	All other Vehicles
Our liability under Section 2 – 1(I)	Unlimited	Unlimited	Unlimited
Our liability under Section 2 – 1(ii)	Rs. 10 Million	Rs. 5 Million	Rs.15,000.00

Section 1 : Coverage for your vehicle

1. We shall cover you for the loss or damage to your vehicle including its accessories and spare parts due to;

   (I) collision, overturning or any other accidental external means

   (ii) fire, external explosion, self-ignition, or lightening

   (iii) malicious acts

   (iv) burglary, house breaking, or theft,

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

   (vi) Whilst in transit by road, rail, inland water way, lift or elevator.

2. 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.

   (iv) 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

(v) for any loss or damage to your vehicle;

(a) due to theft or conversion by your employee or authorized driver.

(b) when driven in violation of manufacturer's guidelines.

(c) 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.

(d) due to hydrostatic lock, oil leakage, oil starvation or leakage of coolant.

3. 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.

4. We shall pay a reasonable cost of protection and removal to the nearest repairer approved by us and re-delivery to you in the event of the vehicle being disabled due to an accident. However, maximum amount payable for motor cycles is Rs. 500/- and Rs. 1500/- for any other vehicle in respect of any one accident or loss.

5. 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.)

6. Where your policy has been extended to cover omnibuses plying for hire in co-ordination with SLTB;

   (I) Your policy shall be subject to an excess of Rs. 5000/- on each and every claim in addition to the other excesses applicable under Section 1.

   (ii) You shall submit to us a certificate of competence issued by Automobile Association of Ceylon (AAC) in respect of each of your drivers confirming they are fit to drive the class of vehicle insured under your policy and their driving experience should be more than three (3) years on the relevant class.

   (iii) Your driver should be below 65 years of age and if your vehicle is driven by a person below 30 years of age, any claim shall be subject to an excess of Rs. 1,000/- in addition to the other excesses under your policy.

   (iv) If your vehicle is second hand or reconditioned, you shall obtain a certificate to confirm fitness and road worthiness from the manufacturer or his local agent or AAC.

7. 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.

Section 2:
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/-. If the vehicle was carrying more than the maximum number of passengers permitted, you shall repay us a proportional amount of the total claim payable by us.

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 held in trust by or under the custody or 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 motorcycles).

   (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 at our own option;
   (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.
   (b) 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.

Section 3:
Medical expenses (only for private cars)

We shall pay you or any occupant other than a paid driver in your car reasonable medical expenses for any bodily injury resulting from an accident involving your car, up to a maximum limit of Rs. 1500/- per any one accident.

Section 4:
General exclusions

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.
   (ii) is being driven by or being driven under the control of any person not authorized by the current motor insurance certificate.
4. directly or indirectly arising out of invasion, act of foreign enemies, hostilities or war like operation, civil war, strike, riot, civil commotion, mutiny, rebellion, military or usurped power or by any consequence of these occurrences.
5. if you or any one 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 programme, 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, bio chemical 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 no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanctions prohibition or restriction under United Nations resolutions or trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

Conditions

1. Claims

(i) You shall inform by calling us on our call centre number indicated in the certificate of insurance 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.

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

(iii) (a) 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.

(b) 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. Further we shall not be responsible for any damage alleged to have been caused to you in consequence of any alleged action or omission on our part in connection with such defense, settlement or proceedings or due to our opting out of such conduct or for any cost or expenses incurred by you or any other claimant.

(c) 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.

(d) 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.

(iv) 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. Our liability at the time of such accident or loss is limited to the actual value of the vehicle or its damaged or lost parts or accessories and the reasonable cost of fitting but shall not exceed either your sum insured or the market value of the vehicle at the time of such accident or loss whichever is lower.

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

(a) 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.

(b) Reasonable cost of fitting of such spare parts or accessories to the vehicle.

(v) 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.

(vi) 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.

2. Condition of average

If the market value of your vehicle is greater than your sum insured at the time of the accident or loss, your claim shall be reduced by a rateable proportion. If you have more than one vehicle, each vehicle is separately subject to this condition. Market value of a vehicle means the value of a vehicle of similar make, model, age and condition.

3. 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.

4. 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.

5. 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 2 of this Policy.

6. Arbitration

(i) If any dispute or difference arises as to the quantum payable for any loss or damage under this Policy, such difference shall independently of all other questions be referred to arbitration by a notice in writing as provided for herein;

(ii) The party who seeks to refer such dispute or difference to arbitration ("the First Party") shall name the arbitrator appointed by him ("the first arbitrator") in the notice in writing and send to the other party ("the Other Party") making such reference and request the Other Party to appoint another arbitrator;

(iii) In the event of the Other Party failing to appoint another arbitrator ("the second arbitrator") within thirty (30) days from the date of dispatch of the said notice, the first arbitrator shall act as the sole arbitrator and make a final award as if the parties hereto have jointly appointed him to act as such sole arbitrator.

The date of dispatch shall mean the date on which such notice is dispatched by registered post and the postal frank or postal receipt shall be the conclusive evidence of proof thereof;

If the Other Party appoints the second arbitrator, the two arbitrators shall within twenty (20) days of appointment of the second arbitrator, appoint a Chairman as provided for in section 6 (3) of the Arbitration Act. No 11 of 1995 of Sri Lanka (the Act) who shall sit with the first and second arbitrators and preside at their meetings.

(iv) In the event of a vacancy of an arbitrator due to resignation or death or otherwise, the party who appointed the arbitrator whose position became vacant shall appoint another arbitrator within 21 days from the date on which, such position became vacant or within 21 days from a written notice by the other party requesting to appoint an arbitrator for the position of vacant arbitrator whichever is later. In the event of failure of such party to appoint an arbitrator after the said notice by the other party to fill the vacancy, the remaining arbitrator and the Chairman shall terminate the arbitration proceedings and the party who failed to appoint an arbitrator in the place of the vacant arbitrator shall not thereafter contest the matter in dispute and or difference which was originally referred to the arbitration. In the event of the position of Chairman becoming vacant, the two arbitrators shall appoint a new Chairman within 21 days from the date on which the position of Chairman became vacant.

(v) In the event of such dispute or difference arising in respect of any quantum payable under this Policy as aforesaid has not been referred to Arbitration within twelve (12) calendar months from the date of arising of such dispute or difference, the quantum decided by the insurer shall prevail.

(vi) The Arbitration proceedings shall be held in the city of Colombo, the language of the proceedings shall be in English and unless otherwise agreed between the parties the procedure for the arbitration shall be the procedure stipulated in the Act as far as such procedure is not conflicting with this arbitration agreement. If there is a conflict between the Act and this arbitration agreement, provisions in this arbitration agreement shall prevail over the provisions of the Act.

(vii) The award made at an arbitration held as provided herein shall be final, conclusive and binding on the parties hereto;

(viii) The cost of arbitrator appointed by each party shall be borne by the party who appointed the respective arbitrator and the cost of the Chairman and any other administrative costs shall be borne by the parties in equal shares. In the event of a sole arbitrator, the cost of the sole arbitrator shall be borne by the parties in equal shares.

7. 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.

8. 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.

9. 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.

10. No Claim Bonus (NCB)

If you do not make any claim during the period of insurance, your renewal premium shall be reduced as follows.

Other than motor cycles and Trade plate

Period	Percentage applicable
The preceding year	15%
preceding 2nd year	25%
preceding 3rd year	35%
preceding 4th year	45%
preceding 5th year	55%
preceding 6th year	60%
preceding 7th year	65%
preceding 8th year	70% (max)
For motor cycles	
The preceding year	15%
preceding 2nd year	20%
preceding 3rd year	25%
preceding 4th year	30%
preceding 5th year	35% (max)

However in the event of a claim your no claim bonus shall step down to the percentage applicable for the preceding year. If more than one claim is made within the same period of insurance, your NCB shall further be reduced in the same manner

In the event of a transfer of ownership or sale of your vehicle, your no claim bonus earned will remain with you. If more than one vehicle is covered under your policy no claim bonus shall be applied for each vehicle as if a separate policy has been issued in respect of each such vehicle.

11. 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.

12. 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.

13. 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.

Additional clauses

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.

1 - Hire purchase / Lease

If your vehicle is subject to a Hire purchase / Lease agreement with the institution specified in your schedule, we consider such institution as the Owner of such vehicle and in the event of any accident or loss which cannot be made good by repair, reinstatement or replacement, such claim will be paid to such institution and their receipt shall be the full and final discharge to us. Further, this clause does not affect any right or liability of yours and ours under your policy except for what is expressly agreed in this clause.

2 - Voluntary Excess

You shall bear the voluntary excess as stated in the Schedule from the adjusted loss of each and every claim to your vehicle irrespective of any other excesses in your policy.

3 - Personal Accident Benefits

Subject to the relevant additional premium, we shall pay compensation as per the scale below in respect of any death or bodily injury caused by violent accidental external and visible means independent of any other cause [excluding medical or surgical treatment resulting from such injury] to any person covered under your policy whilst getting in or alighting from or travelling in your vehicle. Death or bodily injury shall occur within One Hundred and eighty (180) days from the date of the accident.

Scale of Compensation

(Applicable on the limit under the Personal Accident cover under the main class in the schedule)

Item	Percentage
1. Death	100%
2. Total and irrecoverable loss of all sight in both eyes or total loss by physical severance, at or above the wrist or ankle of both hands or both feet or one hand together with one foot	100%
3. 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%
4. Total loss by physical severance at or above the wrist or ankle, of one hand or one foot or total and irrecoverable loss of all sight in one eye.	50%
5. Temporary total disablement which prevents you from attending to your business or occupation of any and every kind	0.5% per week up to 26 weeks.

(a) We will pay compensation under only one item in the above scale per person in respect of any one event and our total liability shall not exceed the amount payable specified in your schedule.

(b) We do not pay any compensation for any death or bodily injury resulting from

(i) self inflicted injury, suicide or attempted suicide, physical defect or infirmity

(ii) an accident happening whilst injured person is consuming or having consumed by any means or manner any intoxicating liquor or drug or any other intoxicating substance.

(c) We pay compensation directly to the injured person or his legal representative with your approval. We consider their receipt as the full and final discharge. (This is applicable only for the passengers, any named persons or paid driver)

(d) You should not carry more than the number of persons allowed in your certificate of registration.

(e) We do not pay any compensation, if the injured person is below 16 years of age or is over 65 years of age at the time of the accident.

(f) Strike, riot, civil commotion and terrorism covers given to your policy do not apply for this benefit unless specifically arranged.

(g) Weekly compensation is paid once, when the total amount is determined and agreed.

4 - Passenger Risk (legal liability to passengers)

(Applicable to commercial passenger carrying vehicles)

Subject to an additional premium being paid, we shall cover you or any other person indemnified under Section 2 of your policy, in respect of legal liability due to death or bodily injury to any passenger, getting in, alighting from or carried in your vehicle. Maximum amount payable is limited as stated in the schedule. If your vehicle is carrying more than the number of persons allowed in the certificate of registration of your vehicle, you shall repay a rateable proportion of the total amount payable by us.

5 - Workmen's Compensation Insurance

Subject to an additional premium being paid, we shall pay compensation, in terms of the Workmen's Compensation Ordinance of 1934, and its subsequent amendments passed prior to the date of issue of cover under this clause, for any personal injury to any paid driver or attendant or cleaner or laborer as specified in the Schedule of your policy whilst engaged in your service in vehicle(s) insured under your policy. We shall also pay for any other cost and expenses incurred by you subject to obtaining our written consent. At the end of each policy period, you shall provide the maximum number of drivers, attendants, cleaners or laborers at your service at any one time in connection with your vehicle(s) and the additional premium charged shall be adjusted accordingly.

However,

(i) We do not pay any claim under this policy, if you hold or subsequently enter into any other policy covering liability of your general employees.

(ii) We do not pay any compensation for any death or bodily injury resulting from

(a) Self-inflicted injury, suicide or attempted suicide, physical defect or infirmity

(b) an accident happening whilst injured person is consuming or having consumed by any means or manner any intoxicating liquor or drug or any other intoxicating substance.

(iii) You shall take all reasonable precautions to prevent accidents or loss and shall comply with all statutory obligations.

(iv) You shall keep a record of each driver, attendant, cleaner or labourer employed and their wages, salaries and other payments and shall allow us to inspect such records at any time.

(v) Additional premium charged for this benefit shall not be subject to your 'No Claim Bonus'. Any claim made by you under this benefit too shall not affect your 'No Claim Bonus'.

(vi) If your policy is cancelled at your request, no refund of premium in respect of this clause shall be allowed.

(vii) We shall pay compensation under your policy, if the employee or his dependents as relevant, agree to accept such amount giving full discharge. If not, we shall cover your legal liability under Common Law and shall pay costs and expenses incurred subject to obtaining our written consent.

(viii) Strike, riot, civil commotion and terrorism covers given to your policy do not apply for this benefit unless specifically arranged.

6 - Towing charges

Subject to an additional premium being paid, your towing charges under Sub-section 4 of Section 1 have been increased as stated in the Schedule.

7 - Windscreen / Windows

Subject to an additional premium being paid, if any glass in the windscreen or windows of your vehicle is broken without damaging to other bodywork irrespective of cause of damage, we will pay for the cost of replacement. Maximum amount payable under this benefit shall be limited as stated in the schedule irrespective of any Excess in your policy and such payment shall not affect your 'No Claim Bonus'.

8 - Third Party property damage

Subject to an additional premium being paid, we shall cover your legal liability in respect of any damage to Third Party properties including claimants costs and expenses caused by the use of your vehicle up to the limit stated in your schedule

9 - Learner driver/ Rider

Subject to an additional premium being paid and you having complied with the requirements of Motor Traffic Act in respect of learner driver/rider, we shall extend our cover to be applicable while any named person in your schedule learns to drive your vehicle stated in the Schedule. You shall have to bear the first Rs. 2,500/- of each and every claim in addition to the other excesses applicable.

10 - Reimbursement of Brand New Parts (For Reconditioned Vehicles)

Subject to an additional premium being paid, if there is any loss or damage to your vehicle requiring replacement of brand new parts, we shall pay you for the cost of brand new parts for such damage.

11 - Omnibus plying for hire in coordination with SLTB

Subject to an additional premium being paid, irrespective of anything contrary mentioned in Section 2 sub-section 1 (iii) of your policy, we shall cover your legal liability including claimants costs and expenses in respect of death or bodily injury to any passenger whilst getting in or alighting from or travelling in your vehicle insured under your policy.

But, at the time of the accident if your vehicle is carrying more than the seating capacity of your vehicle as stated in the Certificate of Registration, you shall repay a proportional amount of the total claim payable by us.

Further more,

(1) You shall submit us a certificate of competence issued by Automobile Association of Ceylon (AAC) in respect each of your drivers confirming they are fit to drive the class of vehicle insured under your policy and their driving experience should be more than three (3) years on this class.

(2) Your driver should be below 65 years of age and if your vehicle is driven by a person below 30 years of age, any claim shall be subject to an excess of Rs. 1,000/- in addition to the other excesses under your policy.

(3) If your vehicle is second hand or reconditioned, you shall obtain a certificate to confirm fitness and road worthiness from the manufacturer or his local agent or AAC.

12 - 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

13 - Driving Tuition

Subject to an additional premium being paid, we shall cover you or your authorized representative whilst your vehicle is being used for driving tuition, subject to the requirements of Motor Traffic Act no. 14 of 1951 in respect of learners. Further, you shall have to bear the compulsory excess of Rs. 2500.00 on each and every claim, in addition to the other applicable excesses.

14 - Duty Free Vehicle

Subject to an additional premium being paid, we consider the value of your vehicle including accessories and spare parts without local custom duties as the sum insured under your policy. In the event of any claim under section 1 of your policy requiring replacement of parts, we shall not pay the local custom duties of such parts.

15 - 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 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 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 4 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.

It is further declared and agreed that this extension is subject to the following exclusions.

A. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTRO MAGNETIC WEAPONS EXCLUSION 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 extension is granted for and or behalf of National Insurance Trust Funds and any liability whatsoever under this specific extension shall devolve solely upon the said fund.

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

16 - 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 clause 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.

17 -Compulsory excess

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

18 - Institutional loan/ mortgage

If your vehicle is subject to an institutional loan/mortgage from the institution specified in your schedule with money advanced/loaned with your vehicle placed as a security, we consider the institution mentioned in the schedule as the Owner of such vehicle and in the event of any accident or loss which cannot be made good by repair, reinstatement or replacement, such claim will be paid to such institution and their receipt shall be the full and final discharge to us. Further, this clause does not affect any right or liability of yours and ours under your policy except for what is expressly agreed in this clause.

19- Alternative Transport cost

Subject to an additional premium being paid, if the duration of your vehicle repair exceeds 3 days, we shall pay you per day as specified in your policy schedule, in excess of first 3 days for a maximum period of 15 days as alternative transport cost. This extension is subject to an evaluation of the motor assessor's recommendation based on the extent of the damage.

20 - Goods in transit (Hazardous)

Subject to an additional premium being paid, we shall cover you up to the amount specified in your schedule in respect of this clause for damage to goods whilst being carried in your vehicle directly caused by collision or impact of your vehicle with any object or by overturning of your vehicle. We do not cover damage to your goods by fire, explosion, strike, riot and civil commotion and terrorism, unless specifically covered. If the value of the goods carried in at the time of the accident is more than the amount of cover specified in your schedule, your claim shall be reduced by a rateable proportion.

We shall not cover inflammable Liquids or material, fibre, cotton, cotton waste, paper waste, kapok, gases, industrial waste, explosives or any other perishable items under this extension unless specifically covered.

21 - Goods in transit (non hazardous)

Subject to an additional premium being paid, we shall cover you up to the amount specified in your schedule in respect of this clause for damage to goods whilst being carried in your vehicle directly caused by collision or impact of your vehicle with any object or by overturning of your vehicle.

We do not cover damage to your goods by fire, explosion, strike, riot and civil commotion and terrorism, unless specifically covered. If the value of the goods carried in at the time of the accident is more than the amount of cover specified in your schedule and your claim shall be reduced by a rateable proportion.

We shall not cover the following.

Chinaware and Earthenware
Glassware
Ornaments
Wine or Spirits
Scientific equipment
FibreGases
Electrical appliances or parts
Pictures, Prints or Drawings
Goods in Glass containers
Photographic equipment
Inflammable Liquids
Or
any other perishable items
Jewellery
Furniture
Livestock
Paper waste
Clocks or
watches
Cotton,
Cotton waste
Explosives
Electronic Items
Kapok

22 - Theft of parts & accessories

Subject to an additional premium being paid, we shall cover for any loss or damage to parts, accessories or integral parts of your vehicle by burglary, housebreaking or theft. You shall have to bear Rs. 2000/- in respect of each and every claim in addition to other applicable excesses.

23 - 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").

For the purpose of this warranty the "due date" shall be recognized from the date of inception or the commencement of the coverage.

(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.

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 CYCLES

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%

For Tyres/Tubes and batteries, maximum owner's contribution is 50% for all classes of vehicles other than Hybrid/Electrical vehicles.

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