

AMANA
GENERAL

TOTAL DRIVE



**MOTOR
POLICY
BOOKLET**



AMANA
TAKAFUL INSURANCE
GENERAL

WELCOME TO AMANA TAKAFUL

Dear Participant,

Thank you for insuring your vehicle with us.

We are determined to provide you with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

We encourage you to make sure you insure your vehicle at its present market value, so that you get the maximum benefit out of your policy.

Whilst kindly requesting you to read this policy booklet, we hope that you will continue to insure with us for many years to come.

We look forward to a mutually rewarding relationship.

Happy Motoring!

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GRACE PERIOD WARRANTY

(Applicable ONLY for annual policies)

Your Motor Policy is made up of;

- The Proposal Form;
- The Policy Schedule;
- The Motor Certificate(card)
- This Policy Booklet

We strongly advise you to read all these documents as a whole, in order to ascertain whether the terms and conditions of your motor policy are in accordance with your requirements. Please note that all such details are not mentioned in quotations. In case you are not satisfied with any of the terms and conditions in these, please do inform us in writing within seven days from the date of policy issuance. We shall certainly look into the possibility of any amendments as per your request. However, if no amendments are possible to the policy; we assure you of a full refund of the Takaful Contribution (premium) by canceling the policy from inception, subject to their being no claim intimation during the said period.

PREAMBLE:

This is to acknowledge that the proposer (hereinafter called the 'Participant'), as more fully described in the schedule hereto:

1. Is accepted as a member of the Participant's Takaful Fund (hereinafter called the 'Fund') operated by Amana Takaful PLC (PQ23) (hereinafter called the 'Company') for the Period of cover stated in the schedule, on having paid or agreed to pay the Takaful Contribution (premium) mentioned in the schedule.
2. Being a member of the Fund, the Participant is acknowledged as a beneficiary under the attached Indemnity Policy of the Fund, and of the benefits declared by the Fund from time to time under this policy, in accordance with the Rules governing the Fund.
3. Subject to the Participant continuing as a member of the Fund and complying to undertake under the declaration made in the proposal form and details in the schedule, the Participant is indemnified by the Fund as one of its beneficiaries against the peril/events described in the manner and to the extent as stated hereunder.
4. The indemnification by the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be covered thereon and on the whole the total sum covered hereby, or such other sum as may be substituted therefore by an endorsement hereon or attached hereto signed by or on behalf of the Company.

Provided that the events described hereunder occurs at any time before 12 o'clock in the midnight of the last date of the Period of Takaful stated in the Schedule or during any period for which the Company may accept payment for the renewal of this policy.

This Policy Booklet, Proposal Form, Current Motor Certificate Card and the Schedule(s) annexed shall be read together as one policy and any word or expression to which a specific meaning has been attached in any part of this Policy Booklet, Proposal Form, Current Motor Certificate Card or of the Schedule(s) shall bear such meaning wherever it may appear.

EXTENT OF COVER

Section	'Third Party Only' Cover	Comprehensive Cover
Part 1 – Liability to 3 rd Party	✓	✓
Part 2 – Damage to Own Vehicle and Additional Covers		
Section 1 – Scope of Cover	✗	✓
Section 2 – General Exceptions	✓	✓
Section 3 – Claims	Only Condition 1 applicable	✓
Section 4 – Conditions	Conditions 2, 4, 6, 7 & 8 applicable	✓
Section 5 – Additional Covers	✗	✓
Section 6 – Total Drive Benefits	✗	✓

Part 1 – Liability to Third Party

- LIMITS OF INDEMNIFICATION -		
	PRIVATE CARS	ALL OTHERS
Third Party Death & Bodily Injury	Unlimited	Unlimited
Third Party Property Damage	Rs.20 Million	Rs.15,000/=
in respect of any one accident		

1. Subject to the limits of indemnification stated above, **THE COMPANY** as managers of the participant's fund agrees to indemnify the Participant in the event of an accident caused by or through or in connection with any motor vehicle described in the said Motor Certificate (card) (Including the loading and/or unloading of vehicles other than private cars and motor cycles) against all sums including claimant's costs and expenses which the Participant shall become legally liable to pay in respect of:

(a) Death of or bodily injury to any person except where such death or injury arises out of and in the course of the employment of such person by the Participant and excluding liability to any person being a member of the Participant's household who is a passenger in such motor vehicle unless such person is being carried by reason of or in pursuance of a contract of employment.

(b) Damage to property other than property belonging to the Participant or held in trust by or in the custody or control of the Participant or any member of the Participant's household or being conveyed by such vehicle.

(c) Damage to property caused by sparks or ashes from such vehicle.

(d) Death of or bodily injury to any passenger being carried in or upon or entering or getting on to or alighting from any vehicle covered as hiring passenger carrying vehicle described in the Motor Takaful Certificate (card) hereto but such indemnity is limited to the sum of Rs.2,000/- in respect of any one such passenger provided always that in the event of an accident occurring whilst such vehicle is carrying more than the maximum number of passengers stated in the Motor Proposal Form (in addition to the conductor and driver) the Participant shall repay Amana Takaful PLC a ratable proportion of the total amount payable by Amana Takaful PLC by reason of this provision in respect of such accident in connection with such vehicle.

Provided always that on vehicles other than private cars and motor cycles the Company shall not indemnify in respect of;

(i) Death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection to the bringing of the load to such vehicle for loading thereon or the taking away of the load from such vehicle after unloading there from;

(ii) Death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or getting on to or alighting from such vehicle at the time of the occurrence of the event out of which any claim arises.

2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitation of the indemnity which is granted by this Section to the Participant, Amana Takaful PLC will indemnify any person who is driving such motor vehicle provided that such person;
 - (a) Is not entitled to indemnity under any other Policy.
 - (b) Shall as though he were the Participant observe, fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

4. In terms of and subject to the limitation of the indemnity which is granted by this Section in connection with;
 - (a) Any Motor Cycle described in the Motor Certificate (Card) hereto Amana Takaful PLC will indemnify the Participant whilst personally driving a Private Motor Cycle (but not a Motor Car) not belonging to him and not hired to him under a hire purchase agreement.
 - (b) Any Private Car described in the Motor Takaful Certificate (Card) hereto Amana Takaful PLC will indemnify the Participant whilst personally driving a Motor Car (but not a Motor Cycle) not belonging to him and not hired to him under a hire purchase agreement.

5. In the event of the death of any person entitled to indemnity under this Section, The Company will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of this Section provided that such personal representative shall as though they were the Participant observe, fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.
6. The Company may at its own option arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section any may undertake the defense of proceedings in any Magistrate's Court or Court of First Instance in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section
7. Damage to any bridge and/or weigh-bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of such vehicle and/or load carried by such vehicle is not covered under this section.
8. General Exceptions
The Company shall not indemnify under this Takaful Policy in respect of legal liability incurred or arising out of events mentioned under SECTION 2 (General Exceptions) in PART 2. (Page 14-17)
9. Claims
Condition No.1 (Claims Procedure) of SECTION 3 (Claims) under PART 2 (Page 17-18) shall be applicable to this part as well.
10. Conditions
Condition No's 2, 4, 6, 7 & 8 of SECTION 4 (conditions) under PART 2 (Pages 20 & 22) shall be applicable to this part as well.

The Motor Certificate (Card) is issued as per the requirement of the Motor Traffic Act as evidence for 'Third Party Liability' Cover of which the conditions are given on pages 2,3 and 4.

Thus, the Motor Certificate (card) should NOT be considered as a proof for Comprehensive Cover.

For the terms and conditions of the Comprehensive Cover, you are kindly requested to read the Motor Policy Schedule and Part 2 of this policy book.

மோட்டார் வாகனத்தின் ஒரு அறிவுறுத்தலின் படியே மூன்றாம் நபருக்கான பொறுப்புகளுக்கான சான்றிதழ் (அட்டை) வழங்கப்படுகின்றது. இது தொடர்பான நிபந்தனைகள் பக்கங்கள் 7 மற்றும் 8 இல் தரப்பட்டுள்ளன.

மோட்டார் வாகன காப்புறுதி அட்டையை குறிப்பிட்ட வாகனத்தின் பூரண காப்புறுதி பெற்றுள்ளதற்கான சான்றாக கருதப்படுதல் கூடாது.

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Part 2 - Damage to Own Vehicle and Additional Cover

Section 1 – Scope of Cover

Section A: Damage to or Loss of Vehicle

THE COMPANY as managers of the participant's fund agrees to indemnify in respect of loss or damage occurring at any time before 12 o'clock in the midnight of the last date of the Period of Takaful stated in the Schedule or during any period for which the Company may accept payment for the renewal of this policy, subject to the Terms, Exceptions and Conditions contained herein or endorsed or otherwise expressed hereon.

1. The Company will indemnify the Participant against loss of or damage to any Motor Vehicle described in the Schedule(s) hereto and/or its accessories and spare parts whilst there on.
 - (a) By accidental external means
 - (b) By fire, external explosion, self-ignition or lightning
 - (c) By burglary, housebreaking or theft
 - (d) By malicious act
 - (e) Whilst in transit by road, rail, inland waterway, lift or elevator

But excluding: -

- (i) Damage to tyres, tubes and rubber items unless such vehicle sustains other damage at the same time in which event the indemnification by the Company in respect of damage to tyres tubes and rubber items shall not exceed 50 per centum of the cost of replacement.
- (ii) Loss of or damage to accessories, spare parts or integral parts by burglary, house breaking or theft unless such vehicle is stolen at the same time other than on vehicles covered as Private Cars.
- (iii) Air bags on vehicles unless such motor vehicle sustains other damages at the same time but in any event indemnification by the company in respect of air bags shall not exceed 50 per centum of the cost of a new replacement.
- (iv) Loss of or damage to windscreen(s)/windows on vehicles registered as Buses, Omnibuses and Motor Coaches in excess of 10 per centum of:

- (I) The Participant's estimate of value (including accessories and spare-parts) of such motor vehicle.
- (II) The value of such motor vehicle (including accessories and spare-parts), whichever is less.
- (v) Loss of or damage to lamps, tyres, mudguards, buffers, buffer aprons, buffer brackets and/or paint work on all vehicles covered for hiring purposes.
- (vi) Loss of or damage to any electronic equipment that is not permanently installed to the vehicle.
- (vii) Loss of or damage to custom equipment (equipment other than those installed by the original manufacturer) unless they are specifically mentioned and covered.
- (viii) Loss of or damage to external attachments such as tow cables attached to the winch, charging cable, external charging units.
- (ix) Loss of, damage to or liability arising from theft of such vehicle using the intelligence key or devise & its electronic components which is used to unlock and lock doors, covers and lids of the vehicle and/or used to activate the engine or any components and/or operate the vehicle remotely or within the vehicle, also called in different brand names such as Smart Key/Fast Key/Entry & Driving system/Hands free key card/Keyless smart entry/Smart pass keyless entry & starting system/Personal car communicator etc.

Furthermore, the company shall not indemnify against theft of the said key or devise. Above mentioned key will be covered only whilst it is in the Motor Vehicle covered under the said policy and whilst it is being used.

2. (a) The company shall not make any payment in respect of consequential loss, rust and corrosion, mechanical or electrical or electronic breakdowns, equipment or computer malfunction, failure or breakages, nor by overloading or strain or by the nature of the load of such vehicle.
- (b) Notwithstanding anything to the contrary to any condition in this policy, in the event of a claim the participant shall bear the amount termed as **Owner's Account Contribution** /Deduction in respect of wear & tear and depreciation of the covered vehicle (other than the compulsory excess imposed in the policy or voluntary excess participant has voluntarily agreed) for the replacement of damaged spare parts with brand new items as per the below table other than the deductibles decided by the assessor in respect of the nature, condition and the extent of the damage.

PRIVATE CARS & COMMERCIAL VEHICLES

Brand New

Year of Make	Participant Contribution to the Loss (Owner's Contribution)	
	Body Parts	Working and Moving Parts / Electronic and Electrical Items / Consumable Items / Plastic and Rubber Items / Highly Depreciable Items by Nature of it
1 st Year	Nil	Nil
2 nd Year	Nil	50%
3 rd Year	Nil	50%
4 th Year	20%	50%
5 th Year	25%	50%
6 th to 10 th Year	35%	50%
11 th to 20 th Year	50%	50%
Above 20 th Years	50%	50%

Re-condition Vehicles

Year of Make	Participant Contribution to the Loss (Owner's Contribution)	
	Body Parts	Working and Moving Parts / Electronic and Electrical Items / Consumable Items / Plastic and Rubber Items / Highly Depreciable Items by Nature of it
1 st Year	Nil	50%
2 nd Year	15%	50%
3 rd Year	20%	50%
4 th Year	25%	50%
5 th to 10 th Year	35%	50%
11 th to 20 th Year	50%	50%
Above 20 th Years	50%	50%

MOTOR CYCLES & THREEWHEELERS

Brand New

Year of Make	Participant Contribution to the Loss (Owner's Contribution)	
	Body Parts	Working and Moving Parts / Electronic and Electrical Items / Consumable Items / Plastic and Rubber Items / Highly Depreciable Items by Nature of it
1 st Year	Nil	Nil
2 nd Year	10%	50%
3 rd Year	15%	50%
4 th Year	20%	50%
5 th Year	25%	50%
6 th to 10 th Year	35%	50%
11 th to 20 th Year	40%	50%
Above 20 th Years	50%	50%

Re-condition Vehicles

Year of Make	Participant Contribution to the Loss (Owner's Contribution)	
	Body Parts	Working and Moving Parts / Electronic and Electrical Items / Consumable Items / Plastic and Rubber Items / Highly Depreciable Items by Nature of it
1 st Year	10%	50%
2 nd Year	15%	50%
3 rd Year	20%	50%
4 th Year	25%	50%
5 th to 10 th Year	35%	50%
11 th to 20 th Year	40%	50%
Above 20 th Years	50%	50%

(i) Working and Moving Parts – Items Such as Shock absorbers, Ball joints, Springs, Hubs, Bearings, Brake liners & Pads, Discs, Drums, Steering rack & Pinion or Steering box, Steering linkages with Ball joints, Drive shaft & C.V Joints, Transmission inner parts & related joints, Engine inner parts, Radiators and caps, Condensers, Oil coolers, Inter coolers, Evaporators, Heat exchangers, Turbo charges, Super charges, Brake and clutch pumps / Cylinders, Hydraulic pumps and motors, Hydraulic valve boxes, AC compressors, Injectors, belts and similar parts are considered as Working and Moving Parts.

(ii) Electronic and Electrical Items – Items such as Alternators, Actuators & Sensors, Batteries, Bulbs, coils, Conductors, Electronic control units, Electric motors, Fuse boxes, Heater plugs, Inverters, Relays, Spark Plugs, Starter motors, Transformers, Wire harness and related connectors, are considered as Electronic and Electrical Items.

(iii) Consumable Items – Items such as grease and all lubricants, bonding materials, Boot Covers, Filters, Fasteners, Gases, Gaskets, Plastic Clips, Oil Seals, O-Rings, Repair Kits, Rubber Beadings, Sealants, Stickers, Tapes, Wiper Blades, Washers and other Rubber parts are considered as Consumables.

3. POLICY EXCESS / DEDUCTIBLES

The participant in respect of each and every event shall be responsible for the sum specified below or any other sum mentioned in the Schedule of the Policy (or any less expenditure which may be incurred) of any expenditure hereunder. If the expenditure incurred by the Company shall include the amount for which the Participant is responsible hereunder, such amount shall be repaid by the Participant to the Company forthwith.

For the purpose of this Sub-Section the expression “event” shall mean an event or series of events arising out of one cause in connection with any one vehicle in respect of which indemnity is provided under this Section

- (i) Private Cars – Nil
- (ii) Motor Cycles (Chinese make) – First Rs. 5,000/-
- (iii) Motor Cycles (non-Chinese) – First Rs. 2,500/-
- (iv) All Other Vehicles – First Rs. 1,000/-
- (v) The Company shall indemnify the Insured for damage to the battery and/or inverter as a result of accidental external means only, provided that the vehicle described in the schedule hereto also sustains other damages at the same time.
- (vi) The liability of the company in respect of the battery and/or inverter shall be limited to 10% of the insured value of the vehicle or 10% of the estimated market value of the vehicle at the time of accident/damage or the current market value of a similar battery and/or inverter, or the cost of restoring the damaged battery and/or inverter to its pre-accidental damage condition, whichever is the less.
- (vii) Only vehicles purchased from Agents as 'Brand New' are entitled to repairs at the Agent's Garage. All other vehicles are subject to an additional excess of 20%, if repaired at Agent's Garage or parts replaced at Agent's price.
- (viii) If during a 'Policy period' the number of claims recorded exceeds 3, a mandatory excess as detailed below will be applied for each claim thereafter on all vehicles other than Three Wheelers and Motor Cycles.

Earned NCB % at the time of the accident	For Claimed Amount exceeding 100% of Annual Takaful contribution	For Claimed Amount exceeding 200% of Annual Takaful contribution	For Claimed Amount exceeding 300% of Annual Takaful contribution
0%	Rs.3,500/-	Rs.7,000/-	Rs.12,500/-
5% - 25%	Rs.2,500/-	Rs.5,000/-	Rs.7,500/-
26% - 50%	Nil	Rs.2,500/-	Rs.4,000/-
51% or more	Nil	Rs.1,000/-	Rs.2,000/-

4. BALD TYRE PENALTY

If the tyres of the vehicle are bald at the time of the accident, for which the Company may indemnify under this Policy, the final claim amount will be paid after deducting the penalty as stated below.

	2 Wheel	3 Wheel	4 Wheel	6 Wheel
1 - TYRE BALD	20%	10%	NIL	NIL
2 - TYRES BALD	50%	30%	20%	10%
3 - TYRES BALD	N/A	50%	30%	20%
4 - TYRES BALD	N/A	N/A	50%	30%
5 - TYRES BALD	N/A	N/A	N/A	40%
6 - TYRES BALD	N/A	N/A	N/A	50%

N/A – Not Applicable

5. OVERLOADING PENALTY

If the motor vehicle was overloaded at the time of the accident for which the Company may indemnify under this Policy, the final claim amount will be paid after deducting a penalty as stated below.

Overloading Percentage	Penalty Amount
Up to 10%	Nil
11% - 15%	2.50%
16% - 20%	5%
21% - 25%	15%
26% - 30%	20%
31% - 35%	25%
36% - 40%	30%
41% - 60%	40%
61% - 80%	45%
over 80%	not less than 50%

6. TOWING CHARGES

In the event of such Motor Vehicle being unusable by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of the protection and removal to nearest repairers approved by the Company and redelivery to the Participant, but not exceeding in all Rs.500/- on Motor Cycles and Rs.1,000/- on all other vehicles in respect of any one accident.

7. NO CLAIM DISCOUNT / BONUS

If no claim is made or arisen under this Policy and provided the Vehicle is covered for a continuous period of 12 months in each of the following instances, the Participant is entitled to No-Claim-Discount on renewal of the Policy as follows

Period of Insurance	Applicable to Motor Cycles	Applicable to Private Car	Applicable to all Other Vehicles
The Preceding year	15%	15%	15%
Preceding 2 consecutive years	20%	25%	20%
Preceding 3 consecutive years	25%	35%	25%
Preceding 4 consecutive years	30%	45%	30%
Preceding 5 consecutive years	35%	50%	35%
Preceding 6 consecutive years	35%	55%	40%
Preceding 7 consecutive years	35%	65%	45%
Preceding 8 consecutive years	35%	70%	50%
Preceding 9 consecutive years	35%	75%	55%
Preceding 10 consecutive years	35%	75%	60%
Preceding 11 consecutive years	35%	75%	65%

In the event of a claim, the no claim discount earned will be forfeited. However, if the Participant is enjoying a no claim discount entitlement of over five consecutive years at the time of an accident the no claim discount will be reduced only by the immediate three consecutive years for the entitlement at the next renewal.

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

If more than one motor vehicle is described in the Schedule(s) of this Policy, the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such motor vehicle.

Section B: Medical Expenses (Applicable to Private Cars Only)

The Company will pay to the Participant the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Participant or any occupant of any Motor Car described in the said Schedule(s) other than a paid driver and/or attendant and/or cleaner as the direct immediate result of an accident to such a motor car provided that the total indemnification by the Company under this clause shall be limited to Rs.1,500/- in respect of any one accident.

Avoidance of Certain Terms and Rights of Recovery

Nothing in this Policy or any clause herein shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the Provisions of the Motor Traffic Act No. 14 of 1951 sections 102 and 105 and subsequent amendments. But the Participant shall repay to the Company all sums paid by the Company which the Company would not have to pay but for the said provisions and where the company was to pay upon judgments entered of consent or by default.

The Participant undertakes to repay the Company which the Company was to pay under section 102 and 105 of the Motor Traffic Act No.14 of 1951 as amended, any sum or sums of money which was made payable by a judgment, when such judgment was obtained by fraud or collusion of the plaintiff and the participant whether express or implied, relating to any matter affecting the cause of action upon which the judgment is founded or the amount of damages assessed therein.

Application of Limits of Indemnity

In the event of any accident involving indemnity to more than one person any limitations by the terms of this Policy and/or of any clause hereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Participant.

Section 2 – General Exceptions

This section is applicable to Part 1 (Legal Liability to 3rd Parties) too.

The Company shall not indemnify under this Policy in respect of: -

1. Any accident, loss, or damage and/or liability caused, sustained or incurred outside the land limits of Sri Lanka.
2. Any claim arising out of any contractual liability.
3. Any accident, loss, or damage and/or liability caused, sustained or incurred whilst any motor vehicle in respect of or in connection with which the cover granted under this Policy is:
 - (a) Being used for;
 - (i) Business purposes other than the business purpose of the Participant.
 - (ii) Races, rallies, trials, exhibition or speed contests or in connection with same.
 - (iii) The carriage of goods (other than samples) in connection with any trade or business, in the Category of **Private Vehicle Takaful**.
 - (iv) The carriage of goods or persons for fee or reward, except in the category of Hiring Vehicle,
 - (v) On a contract of letting or hiring; except in the category of Hiring Vehicle,
 - (vi) Any purpose not permitted by the current Policy.
 - (b) Driven by any person who is not the holder of a driving license valid to drive such class of vehicle.
 - (c) Driven by or is for the purpose of being driven by him in the charge of any person not authorized by the current Policy
4. Any accident, loss, damage and/or liability directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with:
 - (a) Flood, storm, tempest, cyclone or other atmospheric disturbances, volcanic eruption, earthquake or other convulsion of nature,
 - (b) War, invasion, the act of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, rebellion, military or usurped power,
 - (d) Strike, riot and civil commotion
 - (e) Terrorism

Or by direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Participant shall prove that the accident, loss, damage and/or liability arose independently of and was 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 make any payment in respect of such claim.

5. any accident or loss or damage arising directly or indirectly whilst the driver of such vehicle, having consumed any intoxicating liquor or any drugs, driving such vehicle.
6. Institute Cyber Attack Exclusion Clause
 - 6.1 Subject only to clause 6.2 below, in no case shall this cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious computer virus or process or any other electronic system.
 - 6.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 6.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
7. Institute radioactive contamination, chemical, biological, biochemical and electromagnetic weapons exclusion clause
In no case shall this cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
 - 7.1 Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 7.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 7.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 7.4 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
 - 7.5 Any chemical, biological, bio chemical, or electromagnetic weapon.
8. Any accident loss, damage and/or liability which is not consistent with the description of the accident loss and or damage of the vehicle as described by the participant or anyone acting on behalf of the participant.
9. Overturning risks and third party working risks under mobile cranes
 - 9.1 Under Section 1 [of Part 2] of this policy in respect of any loss or damage resulting from overturning, arising out of the operation as a tool of such vehicle or plant, forming part of

such vehicle or attached thereto except for loss or damage arising directly from fire, external explosion, self-ignition or lightning or burglary, house breaking or theft.

9.2 Under Part 1 of this policy so far as is necessary to meet the requirements of the Motor Traffic Act No.14 of 1951 and subsequent amendments thereto in respect of liability incurred by the participant arising of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached thereto.

10. Any loss, damage caused while in use as a **tool of trade** under mobile crane, tipper under Section 1 [of Part 2] of this policy in respect of loss of or damage to the vehicle described in the schedule hereto arising out of the operation as a tool of such vehicle or of any plant forming part of such vehicle or attached there to.

11. **Jackknifing** - Any accident, loss and/or damage resulting from Jackknifing of an articulated vehicle.

12. The company shall not indemnify any claim made under this policy in the event the vehicle meets with an accident and/or suffers damage: -

12.1 While being driven and/or detained by a Police Officer due to an offence being committed and/or the vehicle been used to commit any offence or/and unlawful act by the participant and/or driver or anybody acting on behalf of the participant and/or by the occupants of the vehicle,

12.2 While being seized by an authorized officer of a Leasing /Financial company who has a registered interest in the vehicle; due to non-payment or default of payments of rentals of any leasing/financial facility granted to the participant by such Leasing /Financial company.

13. The Company shall not indemnify any claims under this policy arising from explosion of batteries due to overcharge or jump-starting.

14. Infectious Disease /Epidemic / Pandemic / Covid-19 Exclusion

Notwithstanding any provision to the contrary, this excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following –including any fear or threat thereof, whether actual or perceived –:

(a) Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or

(b) Coronavirus (Covid-19) including any mutation or variation thereof; or

(c) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

If the company alleges that, by reason of this exclusion, any amount is not covered by this agreement, the burden of proving the contrary shall rest on the insured/participant.

Section 3 – Claims Procedure

1. Claims Procedure – [This subsection is applicable to PART 1 ‘Legal Liability to 3rd Parties’ too]

- a) **(i)** In the event of an accident, loss or damage immediate notice shall be given by calling the call center number indicated in the Motor certificate (card).
(ii) In case of theft or other criminal act which may be the subject of a claim under this Policy the Participant shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender.
- b) In the event of such Motor Vehicle sustaining damage for which the Company may indemnify under this Policy no work shall be commenced nor shall any part of such Motor vehicle be dismantled nor shall the Participant accept any estimate of the cost of any repair to such Motor Vehicle without the prior approval in writing of the Company.
- c) **(i)** In terms of section 161 (1) (A) of the Motor Traffic Act every driver who meet with an accident whilst using a vehicle on a road is required to report any such accident to the nearest police station.
(ii) Company at its own discretion may decide whether to waive off the requirement of a police report to process the claim. The Participant is however requested to supply the Accident Information Book (AIB) reference number to the claims processing officer of the Company enabling the Company to ensure compliance of section 161 (D) of the Motor Traffic Act relating to notification requirement of claims data to the police.
- d) Every letter, claim, writ, summons and/or process shall be forwarded to the Company immediately on receipt by the Participant. Notice shall also be given in writing to the Company immediately the participant shall have knowledge of any impending prosecution in respect of any occurrence, which may give rise to a claim under this Policy. In case of theft or other criminal act, which may be a subject of claim under this Policy the Participant shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.
- e) **(i)** No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Participant without the written consent of the Company which shall be entitled if it is so desires to take over and conduct in the name of the Participant the defence or settlement of any claim or to prosecute in the name of the Participant for its own behalf any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Participant shall give all such information and assistance as the Company may require. The aforesaid condition shall extend to commercial vehicles driven by such persons under the employment or authority or control of the Participant and the Participant shall ensure that the said person shall comply with the aforesaid conditions as long as the person act under the employment or authority or control of the Participant. The Participant undertakes to notify the company immediately upon such person ceasing to act under the employment or authority or control of the Participant.
(ii) At any time after the happening of any event (excluding private cars) giving rise to a claim or series of claims under sub section 1 (b) of Part 1 (Legal Liability to 3rd Parties) of this Policy Booklet the Company may pay to the Participant the full amount under that Sub-

Section and relinquish the conduct of any defence, settlement or proceedings and the Company shall not be responsible for any damages alleged to have been caused to the Participant in consequence of any alleged action or omission of the Company in connection with such defence, settlement or proceeding or of the Company relinquishing such conduct nor shall the Company indemnify any costs or expenses whatsoever incurred by the Participant or any claimant or any other person after the Company shall have relinquished such conduct.

2. Basis of Settlement

- (a) The Company may at its own option repair, reinstate, or replace any Motor Vehicle described in the Schedule(s) hereto or part thereof and/or its accessories or spare parts or may pay in cash the amount of the loss or damage.
- (b) The indemnification by the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost¹⁷ of fitting and in no case exceed the Participant's estimate of the value of such motor vehicle (including accessories and spare parts) as specified in the said schedule(s) or the value of such motor vehicle (including accessories and spare parts) at the time of the loss or damage whichever is less.
- (c) In the event of loss or damage to the motor vehicle and/or its accessories necessitating the supply of a part not obtainable from such stocks held in Sri Lanka or in the event of the Company exercising the option to pay cash the amount of the loss or damage, the indemnification by the Company in respect of any such part shall be limited to;
 - (i) The price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents in Sri Lanka; or if no such catalogue or price list exists the price list obtaining at the Manufacturer's works plus the reasonable cost of transport otherwise than by air to Sri Lanka and the amount of the relative import duty and
 - (ii) The reasonable cost of fitting such part.
- (d) Average
If the vehicle shall at the time of happening of any loss or damage (be it partial/total) is covered for a sum less than its market value then, the Participant shall be considered as being his own Takaful/Insurer for the difference and shall bear the ratable proportion of the loss accordingly. Provided always that this condition shall not apply unless the market value at the time of the loss exceeds the value covered by 10%.
The market value of the vehicle would be the cost of purchasing a replacement vehicle of the same make, model, specification, age, mileage and condition of the vehicle covered at the time of the loss.
- (e) Owners Account Contribution / Deduction

Notwithstanding anything to the contrary to subsections 2(b) & 2(c) of Section A of SECTION 1 (Scope of Cover), deductions shall be done from the loss amount on that basis, in order to calculate the claims payable amount.

(f) Pair & Set Clause

Where any covered item consists of articles in a pair or set this Policy is not to pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such pair or set; not more than a proportionate part of the covered values of the pair or set.

(g) Salvage Clause

In the event of a total loss no claim shall be paid unless the vehicle is handed over and the ownership is transferred to the Company by the Participant at his own cost (Transportation of Salvage / Transfer fee / Duties / Taxes / Any penalties / etc.) and until the vehicle is registered under the name of the Company.

(h) Fraudulent Claims Clause

If the claim is in any respect fraudulent or if any fraudulent means, devices or documents be used by the Participant or anyone acting on his behalf to obtain any benefit under this Policy or if any loss or damage is occasioned by the willful act of the Participant or with the connivance of the Participant or if any false declaration or statement be made in support thereof, all benefits under this Policy shall be forfeited.

(i) Closure of Claims File

If the Participant fails to submit the requirements to settle the claim or fails to respond to the Company in writing within 14 days from the last reminder sent by the company to the Participant by registered post at his last known address, the company shall 'Close the Claim File' which shall mean the claim shall not be entertained further.

(j) Order of Deduction

In order to calculate the claims payable amount of the Company, the relevant deductions shall be made from the loss amount on following order.

- (i) Owner's Account Deduction [refer subsection 2(b) of Section A of SECTION 1]
- (ii) Average [refer above subsection 2(d) of SECTION 3 (Claims)]
- (iii) Bald Tyre Penalty / Overloading Penalty [Item 4 & 5 of Section A of SECTION 1]
- (iv) Compulsory & Voluntary Excesses

Section 4 - Conditions

Below Conditions 2, 4, 6, 7 & 8 are applicable to PART 1 (Legal Liability to 3rd Parties) as well.

1. Cancellation

The Company may cancel this Policy by sending seven days' notice by registered letter to the Participant at his last known address and in such event will return to the Participant the Contribution (premium) paid less the pro-rate portion thereof for the period the Policy has been in force. The Policy may also be cancelled at any time by the Participant on seven days' notice and (provided no claim has arisen during the current period of cover) the Participant shall be entitled to a return of Contribution (premium) excluding the management fee based on the Company's below customary short period scales.

Period of Takaful	Return of Takaful Contribution
Not exceeding 1 week	7/8 of the annual Takaful Contribution (premium)
Not exceeding 1 month	3/4 of the annual Takaful Contribution (premium)
Not exceeding 2 months	5/8 of the annual Takaful Contribution (premium)
Not exceeding 3 months	1/2 of the annual Takaful Contribution (premium)
Not exceeding 4 months	3/8 of the annual Takaful Contribution (premium)
Not exceeding 6 months	1/4 of the annual Takaful Contribution (premium)
Not exceeding 8 months	1/8 of the annual Takaful Contribution (premium)
Exceeding 8 months	No refund of Takaful Contribution (premium)

2. Other Takaful / Insurance

If at the time of any claim arising under this Policy there is any other existing Takaful/Insurance covering the same loss, damage or liability, the Company shall not pay or contribute more than its ratable proportion of any loss, damage, compensation costs or expenses. Provided always that nothing in this condition shall impose the need of indemnification by the Company from which but for this condition it would have been relieved under Sub Section 3 (a) of Part 1 of this Policy Booklet.

3. Arbitration clause

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required so to do in writing by either of the parties or in case the Arbitrators do not agree an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company.

If the Company shall disclaim indemnification to the Participant for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

4. Duty of Disclosure

If the Participant fail to disclose to the company fully and faithfully, all the facts which the Participant knows or ought to know, or if the Participant misrepresented any facts to the Company before the cover commenced, the Company may void this Policy. The due observance and fulfillment of the terms, conditions, endorsements, clauses and warranties of this Policy in so far as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers to the said proposals shall be conditions precedent to any indemnification by the Company under this Policy.

5. Total Loss Settlement

Where a total loss claim is settled in respect of the vehicle mentioned in the schedule attached hereto, the same vehicle cannot be covered again with the company even after the complete repairs are done.

6. Other Matters

The Participant shall take all reasonable precautions to safeguard from loss or damage and to maintain in roadworthy and efficient condition any motor vehicle described in the schedule(s) hereto and the Company shall have at all times free and full access to examine such motor vehicle or any part thereof any driver or employee of the Participant. In the event of any accident or breakdown such motor vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if such motor vehicle be driven before the necessary repairs are effected, any extension of the damage, or any further damage to such motor vehicle shall be entirely at the Participant's own risk.

7. Share of Net Surplus

If at the end of the Period of cover stated in the Schedule or at the end of each accounting year there is a surplus in the General Takaful Fund the same shall be shared among the Participants on a pro rata basis provided always that the Participant has not incurred any claim and/or received any benefits under this Policy whilst in force. The Company may hold a portion of the surplus as a contingency reserve.

8. Takaful Contribution (premium) Payment Warranty

(8.1) Notwithstanding anything herein contained but subject to clause 8.2 and 8.3 hereof, it is hereby agreed and declared that the full Takaful Contribution (premium) due and payable in respect of this Takaful is required to be settled to the Company on or before the Takaful (Insurance) Contribution (premium) due date specified in the Schedule of this Policy, Renewal

Certificate, Endorsement or Cover Note (which shall be a date not exceeding 60 days from the date of inception of this policy) and in the absence of any such Takaful contribution (premium) due date, the full settlement of the Takaful contribution (premium) is required to be made or effected on or before the expiry of the 60th 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 commencement of the coverage.

(8.2) It is also declared and agreed that the settlement of the full Takaful contribution (premium) on or before the due date shall operate as a condition precedent to the Company indemnifying the Participant under the Policy, Renewal Certificate, Endorsement or Cover Note.

In the event any claim arises between date of commencement of this Takaful (insurance) and the “due date” for the settlement of Takaful Contribution (premium), the Company may defer any decision on indemnification or postpone the settlement of any such claim until full settlement of the Takaful Contribution (premium) is effected on or before the “due date”.

(8.3) It is also declared and agreed that where the full Takaful contribution (premium) payment hereunder remains outstanding as at the closure of business of the Participant on the “due date”, then the cover under this Takaful (Insurance) and any obligation assumed or imputed under this Takaful shall stand to be cancelled ceased and revoked immediately.

However, such cancellation will not prejudice the rights of the Company to invoke any legal defences or to recover the full or any part of the defaulted Takaful Contribution (premium) attributable to the expired period of the Takaful (Insurance).

9. Sanction Limitation and Exclusion Clause

The company shall not indemnify 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 the company or (re)insurer to any sanction, prohibition or restriction under United Nations Kingdom or United States of America.

Section 5 - Additional Covers/Clauses

The following endorsements/clauses apply only if indicated on the policy schedule. All terms, conditions and exceptions of the policy shall apply except in so far as they are expressly varied.

M00001-Voluntary Excess on All Claims

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Part 1 & 2 of this Policy Booklet the Participant in respect of each and every event shall be responsible for the amount specified in the Schedule(s) (or any less expenditure which may be incurred) of any expenditure for which provision is made there under (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under subsection 1 of SECTION 3 (CLAIMS) of this Policy Booklet.

If the expenditure incurred by the Company shall include the amount for which the Participant is responsible hereunder, such amount shall be paid by the Participant to the Company forthwith.

For the purpose of this Clause the expression “event” shall mean an event or series of events arising out of one cause in connection with any one motor vehicle in respect of or in connection with which indemnity is granted under this Policy.

M00002 – Compulsory Excess

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section A of SECTION 1 (Scope of Cover) of this Policy Booklet the Participant in respect of each and every event shall be responsible for the sum mentioned in the Schedule(s) (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under subsection 1 of SECTION 3 (CLAIMS) of this Policy Booklet.

If the expenditure incurred by the Company shall include the amount for which the Participant is responsible hereunder, such amount shall be repaid by the Participant forthwith.

For the purpose of this endorsement the expression “event” shall mean an event or series of events arising out of one cause in connection with any one motor vehicle in respect of, or in connection with which indemnity is granted under this Policy.

M00003 – Personal Accident Benefits

The Participant having paid an additional Takaful contribution (premium), it is hereby understood and agreed that the Company undertakes to pay compensation on the scale provided below for dismounting from or traveling in any vehicle described in the Schedule(s) hereto and caused by violent accidental external and visible means independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in.

Schedule of Compensation - (Applicable on the sum covered mentioned in the Policy Schedule)

(1) Death	100%
(2) Total and irrevocable loss of sight on 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 the total and irrecoverable loss of all sight in one eye.	50%
(5) Total disablement for the (Participant or person named in the Schedule only) from engaging in or giving any attention to such person's profession or occupation for a period not exceeding per week 26 weeks Provided always that	0.5%

- (a) Compensation shall be payable under only one of the items (1) to (5) above in respect of any such person arising out of any one occurrence and the total indemnification by the Company shall not in aggregate exceed the amount payable under items of the scale of compensation as stated in the Schedule(s)
- (b) No Compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising from or traceable to,
 - i. Intentional self-injury, suicide (weather felonious or not) or attempted suicide, physical defect or infirmity or
 - ii. An accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- (c) Such compensation shall be payable only with the approval of the Participant and directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person.
- (d) Not more than the number of persons specified in the Certificate of Registration are in the said vehicle at the time of the occurrence of such injury and this shall apply in respect of cover taken for passengers only.
- (e) Such person is not less than 16 nor more than 65 years of age at the time of such injury.
- (f) The strike, riot, civil commotion and terrorism extension under the Policy shall not apply to the extension of the Takaful (Insurance) by this endorsement unless specifically covered.

M00004 – Institutional Loan

It is hereby understood and agreed that the monies advanced on the security of the vehicle described in the Schedule(s) hereto the Institution stated in the schedule(s) are interested in any monies which but for this endorsement would be payable to the Participant under this Policy in

respect of loss or damage to the said vehicle (which loss or damage is not made good by repair, reinstatement or replacement) and such monies shall be payable to the said institution as long as they are interested in the said vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

M00006 – Flood and Natural Disaster

The Participant having paid an additional Takaful contribution (premium) , it is hereby declared and agreed that the Company will indemnify the Participant in respect of any accident loss damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood, which for the purpose hereof shall mean the escape of water from the normal confines or of any natural or artificial water course (other than water tanks apparatus or pipes) or lake or reservoir or canal or dam. Further this section will indemnify the Participant against loss or damage directly resulting from cyclone, storm, tempest, tornado, hurricane, earthquake, seaquake, volcanic eruption, tsunami, tidal wave or hail.

In regard to this extension the Participant shall bear the first Rs. 2,500/- in respect of Motor Cycles and Rs. 5,000/- in respect of all other vehicles on each and every claim irrespective of any other excesses if any, subject to terms, exceptions and conditions of this Policy.

M00007 – Breakage of Windscreen/Windows

The Participant having paid an additional Takaful contribution (premium), it is hereby declared and agreed that if any glass in the windscreen /windows of the vehicle covered shall be broken not involving other damage to body work, the Company will pay the cost of reinstatement of such windscreen/windows and scratched bodywork irrespective of cause of breakage up to but not exceeding the sum stated in the Schedule of the Policy for any one occurrence. Further such payment will be made without prejudice to any No Claim Discount otherwise due and irrespective of any “Excess” operative under the Policy. Subject otherwise to the terms, exceptions and conditions of this Policy.

M00008 – Hire Purchase/Lease

The Participant having paid an additional Takaful contribution (premium) , it is hereby understood and agreed that the Institution stated in the Schedule(s) (hereinafter referred to as the Owners) are the owners of the vehicle described in the Schedule(s) hereto and the said vehicle is the subject of a Hire Purchase/Lease Agreement made between the Owners of the one part and the Participant of the other part, and it is further understood and agreed that the said owners are interested in any monies which but for this Endorsement would be payable to the Participant

under this Policy in respect of loss or damage to the said vehicle (which loss or damage is not made good by repair, reinstatement or replacement) and such monies shall be paid to the said Owners as long as they are the owners of the vehicle and their receipt shall be full and final discharge to the Company in respect of such loss or damage.

Save as by this Endorsement expressly agreed nothing herein shall modify or effect the rights of the Participant or the indemnification by Company respectively under or in connection with this Policy or any condition or term thereof.

M00009 – Vehicle Accessories Endorsement

The Participant having paid an additional Takaful contribution (premium), it is hereby agreed that the following accessories are separately covered under Sub-Section A of SECTION 1 (Scope of Cover):

Description	Estimated Value
As shown in the Schedule	As shown in the Schedule.

Further such payment will be made without prejudice to any No Claim Discount otherwise due and irrespective of any “Excess” operative under this Policy.

Upon settlement of any claims under this endorsement, this benefit shall automatically be terminated unless reinstated by payment of a further additional Takaful contribution (premium).

M00011 – Duty Free Vehicles

It is hereby declared and agreed that the estimated value which includes accessories and spare parts appearing in the Schedule(s) of the within written Policy as declared by the Participant, excludes the local custom duties.

In regards to the above it is hereby declared and agreed that in the event of a claim under Sub-Section A of SECTION 1 (Scope of Cover) of this Policy Booklet necessitating the replacement of parts, the indemnification by the Company for such parts shall exclude the local customs duty of such parts.

M00012 – Towing Charges

The Participant having paid an additional Takaful contribution (premium), the maximum amount payable in respect of Condition No. 6 of Sub-Section A of SECTION 1 (Scope of Cover) of the Policy Booklet is increased to the amount stated in the Schedule subject to the terms, exceptions and conditions of this Policy.

M00013 – Workmen’s Compensation Takaful (Insurance)

The Participant having paid an additional Takaful contribution (premium) , the Company undertakes to pay compensation in terms of the Workmen's Compensation Ordinance, 1934 and subsequent amendments of the said Ordinance passed prior to the date of issue of this Endorsement in respect of personal injury to any paid driver and/or attendant/cleaner and or labourer(s) as specified in the Schedule of any motor vehicles described in the Schedule(s) hereto while engaged in the service of the Participant and in addition be responsible for all costs and expenses incurred with its written consent.

The Participant shall certify at the expiry of such period of Takaful (Insurance) the maximum number of drivers, and/or attendants/cleaner and or labourer(s) employed at any one time during such period in connection with the vehicle(s) described in the Schedule of this Policy and the Takaful contribution (premium) shall be adjusted accordingly.

Provided always that:

- (a) This Endorsement does not indemnify the Participant in respect of Liability directly or indirectly, proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power.
- (b) The Endorsement does not indemnify the Participant in respect of any liability in cases where the Participant holds or subsequently effects with any insurer/Takaful Operator or group of underwriters, a Policy of Takaful (Insurance) in respect of liability as herein defined for his general employees.
- (c) The Participant shall take reasonable precautions to prevent accidents and shall comply with statutory obligations.
- (d) The Participant shall keep a record of the name of each driver/attendant/cleaner or labourer employed and amount of wages, salary and other earnings paid to such employees and at all times allow the Company to inspect such record.
- (e) The Takaful contribution (premium) paid in respect of this Endorsement shall not be the subject of the rebate provided under the "No Claim" Rebate clause of this Policy. Any payment made by reason of this Endorsement shall not be deemed to be a claim under the Policy for the purpose of the said "No Claim" Rebate clause.
- (f) In the event of the Policy being cancelled at the request of the Participant no refund of the contribution (premium) paid in respect of this Endorsement will be allowed.
- (g) Labourers being conveyed under the vehicle covered for the purpose of loading or unloading shall not be considered as attendants for the purpose of this Endorsement.
- (h) Such compensation shall only be payable where the employee or his dependents as the case may be agree to accept it in full satisfaction and discharge of claims against the Participant. Failing such agreement, the Company will indemnify the Participant against his legal liability at Common Law and will in addition be responsible for all costs and expenses incurred with its written consent subject to a maximum limit of Rs. 15,000,000 (Fifteen Million Rupees Only) per workman.

M00014 – Airbag Extension

The Participant having paid an additional Takaful contribution (premium), it is hereby declared and agreed that the within written Policy is extended to include cover for the new air bag replacement as a result of loss/damage caused to the vehicle up to but not exceeding the sum specified in the Schedule in respect of any one occurrence.

M00015 – Excluded Items on Hiring Vehicles

The Participant having paid an additional Takaful contribution (premium), it is hereby declared and agreed that the Company will indemnify the Participant in respect of damage to lamps, tyres, mudguards, buffers, buffer brackets, buffer aprons, and/or paint work.

M00016 – Hire Vehicles/Hirer Driving (Rent-a-car)

The Participant having paid an additional Takaful contribution (premium), it is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy unless the Vehicle described in this Schedule(s) hereto is being driven by or is for the purpose of being driven by him in the charge of the Participant or a person in his employment the Policy shall be operative only while such vehicle is let on hire by the Participant to any person (hereinafter called the “Hirer”) who:-

- (1) Shall have entered into a Hiring Contract with the Participant and who prior to such hiring shall have satisfactorily completed and signed a Declaration Form (a specimen of which is attached to this Policy)
- (2) Shall have satisfied the Participant
 - (a) That such vehicle will be driven only by a person duly licensed to drive whose license has not been endorsed
 - (b) That such person has not been refused Motor Takaful or had his Motor Takaful Policy cancelled or had special conditions imposed or had increased contribution asked for by reason of claims experience.

While such vehicle is let on hire to the Hirer the Company shall not indemnify

- (I) Any loss, damage or liability due to or arising from theft or conversion by the Hirer
- (II) If such vehicle is used by the Hirer for the carriage of passengers and/or goods for hire or reward.
- (III) Re-Renting (While such vehicle is let on hire by the Hirer to any person)

It is further understood and agreed that it is a condition precedent to any indemnification under this Policy that the Participant shall have forwarded to the Company the Declaration Form referred to above completed by the Hirer immediately after receipt thereof which form as well as

the Proposal and Declaration referred to in this Policy shall be the basis of the Takaful Cover expressed in the endorsement so far as it relates to the indemnity which is operative while such vehicle is let on hire to Hirer, Subject to an excess of Rs.6,000/- on each and every loss.

M00016 A – Hire Vehicles (Re-Renting)

The Participant having paid an additional Takaful contribution (premium), it is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy unless the Vehicle described in this Schedule(s) hereto is being driven by or is for the purpose of being driven by him in the charge of the Participant or a person in his employment the Policy shall be operative only while such vehicle: -

- (a) Is let on hire by the Participant to any person (hereinafter called the “Hirer”)
 - (b) Is let on hire by the Hirer to any person (hereinafter called the “Secondary Hirer”)
- (1) Shall have entered into a Hiring Contract with the Participant and Hirer and/or Secondary Hirer and who prior to such hiring shall have satisfactorily completed and signed a Declaration Form (a specimen of which is attached to this Policy)
- (2) Shall have satisfied the Participant
- (a) That such vehicle will be driven only by a person duly licensed to drive whose license has not been endorsed
 - (b) That such person has not been refused Motor Takaful or had his Motor Takaful Policy cancelled or had special conditions imposed or had increased contribution asked for by reason of claims experience.

While such vehicle is let on hire to the Hirer and/or secondary Hirer the Company shall not indemnify,

- (I) Any loss, damage or liability due to or arising from theft or conversion by the Hirer and/or Secondary Hirer
- (II) If such vehicle is used by the Hirer and/or Secondary Hirer for the carriage of passengers and/or goods for hire or reward.

It is further understood and agreed that it is a condition precedent to any indemnification under this Policy that the Participant shall have forwarded to the Company the Declaration Form referred to above completed by the Hirer and/or Secondary Hirer immediately after receipt thereof which form as well as the Proposal and Declaration referred to in this Policy shall be the basis of the Takaful Cover expressed in the endorsement so far as it relates to the indemnity which is operative while such vehicle is let on hire to Hirer and/or Secondary Hirer, Subject to an excess of Rs.6,000/- on each and every loss.

M00017 A – Goods in Transit

The Participant having paid an additional Takaful contribution (premium), it is hereby declared and agreed that the Company will subject to the terms, exceptions and conditions of this Policy, indemnify the Participant against damage (other than damage caused directly or indirectly by fire or explosion or strike, riot, civil commotion, and terrorism unless specifically covered) to goods while being conveyed in or on any vehicle described in the Schedule(s) directly caused by collision or impact of such vehicle with any object or by the overturning of such vehicle but such indemnity is limited to the amount stated in the Schedule in respect of any one occurrence.

Provided that if the goods being conveyed by such vehicle shall at the time of the accident be collectively of greater value than the value covered as stated in the Schedule then the Participant shall be considered as being his own Takaful/Insurer for the difference and shall bear a relatable share of the cost of such damage accordingly.

For the purpose of this Endorsement the expression “occurrence” shall mean an occurrence arising out of one cause in connection with anyone vehicle in respect of which indemnity is provided under this endorsement.

The cover provided under the within written endorsement does not include any petroleum, fiber, cotton, cotton waste, paper waste, explosives, unless specifically covered.

The cover provided under the within written endorsement does not include damages / losses arising out of Strike, Riots, Civil Commotion and Terrorism unless specifically covered.

If covered:

The terms and conditions of the Strike, Riot, & Civil Commotion endorsement and the Terrorism endorsement attached to this Policy shall be applicable to the cover granted by this endorsement. However, in respect of any claim that would have been payable but for the said Terrorism Endorsement, the Participant shall be responsible for the first 10% of the sum covered for goods subject to a minimum amount of Rs. 5,000/- on each and every loss. Furthermore, with the application of excess, the indemnification by the fund in respect of any one loss under the Terrorism Endorsement shall not exceed a maximum of Rs. 4,500,000/- even through the sum covered for goods in transit is Rs. 5,000,000/- or more. (This condition is subject to the latest terms, conditions & limits declared under the National Insurance Trust Fund for Strike, Riot & Civil Commotion and Terrorism)

Upon the occurrence of event giving rise to a claim hereunder this Takaful shall be reinstated by the Participant upon payment of an additional Takaful contribution calculated at 100% pro rata to the amount paid only.

It is further declared and agreed that this extension is granted for and on behalf of the National Insurance Trust Fund and any indemnification whatsoever under this specific extension shall devolve solely upon the said Fund.

No return of Contribution shall be granted if this cover is cancelled at the request of the Participant.

Subject otherwise to the terms, exceptions and conditions of this Policy.

M0017B – Goods in Transit (Non Hazardous)

The Participant having paid an additional Takaful contribution (premium), it is hereby declared and agreed that the Company will subject to the terms, exceptions and conditions of this Policy, indemnify the Participant against damage (other than damage caused directly or indirectly by fire or explosion or strike, riot, civil commotion, and terrorism unless specifically covered) to goods while being conveyed in or on any vehicle described in the Schedule(s) directly caused by collision or impact of such vehicle with any object or by the overturning of such vehicle but such indemnity is limited to the amount stated in the Schedule in respect of any one occurrence.

Provided that if the goods being conveyed by such vehicle shall at the time of the accident be collectively of greater value than the value covered as stated in the Schedule then the Participant shall be considered as being his own Takaful/Insurer for the difference and shall bear a relatable share of the cost of such damage accordingly.

It is further declared and agreed that the Company shall not indemnify under this endorsement in respect of damage to: -

Chinaware and Earthenware	Wine or Spirits	Electric Appliance or parts
Pictures, Prints or Drawings	Glassware Jewellery	Goods in Glass Containers
Furniture	Livestock	Ornaments
Clocks or watches	Scientific Instruments	Photographic Equipment
Paper Waste	Electronic Items	Petroleum
Fiber	Cotton waste	Explosives

For the purpose of this Endorsement the expression “occurrence” shall mean an occurrence arising out of one cause in connection with anyone vehicle in respect of which indemnity is provided under this endorsement.

The cover provided under the within written endorsement does not include damages/losses arising out of Strike, Riots, Civil Commotion and Terrorism unless specifically covered.

If covered:

The terms and conditions of the Strike, Riot, & Civil Commotion endorsement and the Terrorism endorsement attached to this Policy shall be applicable to the cover granted by this endorsement. However, in respect of any claim that would have been payable but for the said Terrorism Endorsement, the Participant shall be responsible for the first 10% of the sum covered for goods subject to a minimum amount of Rs. 5,000/- on each and every loss. Furthermore, with the application of excess, the indemnification by the fund in respect of any one loss under the

Terrorism Endorsement shall not exceed a maximum of Rs. 4,500,000/- even through the sum covered for goods in transit is Rs. 5,000,000/- or more. (This condition is subject to the latest terms, conditions & limits declared under the National Insurance Trust Fund for Strike, Riot & Civil Commotion and Terrorism)

Upon the occurrence of event giving rise to a claim hereunder this Takaful shall be reinstated by the Participant upon payment of an additional Takaful contribution calculated at 100% pro rate to the amount paid only.

It is further declared and agreed that this extension is granted for and on behalf of the National Insurance Trust Fund and any indemnification whatsoever under this specific extension shall devolve solely upon the said Fund.

No return of Contribution shall be granted if this cover is cancelled at the request of the Participant.

Subject otherwise to the terms, exceptions and conditions of this Policy.

M00018 – Learner Driver/Rider

The Participant having paid an additional Takaful contribution (premium), it is hereby understood and agreed that notwithstanding anything to the contrary the within written Policy is extended to be operative whilst the person(s) described in the Schedule(s) learns to drive the vehicle, described in the Schedule(s) provided that the Participant shall have confirmed to the requirements of the Motor Traffic Act, in regard to Learner Driver/Riders. In regard to this extension, the Participant shall be responsible for the first Rs.2,500/- or (any less expenditure which may be incurred) of any expenditure for which provision is made under PART 1 and 2 of this Policy Booklet (Including any payments in respect of costs and expenses) and of expenditure by the Company in the exercise of its discretion under Sub-Section 1 of SECTION 3 (CLAIMS) of this Policy Booklet, in respect of each and every event whilst the person(s) described in the Schedule(s) is learning to drive.

If the expenditure incurred by the Company shall include the amount for which the Participant is responsible hereunder, such amount shall be repaid by the Participant to the Company forthwith.

For the purpose of this Clause the expression “event” shall mean an event or series of events arising out of one cause in connection with any one vehicle in respect of which indemnity is granted under this Policy. The amount for which the Participant is responsible under this Clause shall be considered in addition to any excess of Clauses already in the Policy.

M00019 – Third Party Property Damage

The Participant having paid an additional Takaful contribution (premium), it is hereby understood and agreed, subject otherwise to the terms, exceptions and conditions of this Policy Booklet the Company will indemnify the Participant against all sums including claimant's costs expenses which the Participant shall become legally liable to pay in respect of damage to property caused by the use of any vehicle described in the Schedule(s) thereto but such indemnity is limited to the sum stated in the Schedule(s) in respect of any one accident.

**M00020 – Passenger Risk (Legal Liability to Passengers)
(Applicable to Commercial Passenger Carrying Vehicles)**

The Participant having paid an additional Takaful contribution (premium), it is hereby understood and agreed that notwithstanding anything to the contrary contained in sub-section 1 (a) of Part 1 but subject otherwise to the terms, exceptions and conditions of this Policy the Company will indemnify the Participant or any other person indemnified under Part 1 of this Policy Booklet against all sums including claimants costs and expenses, which he shall become legally liable to pay in respect of death of or bodily injury to any passenger being carried in or upon or entering or getting on to or alighting from any vehicle described in the Schedule(s) thereto but such indemnity is limited to the sum specified in the Schedule(s) in respect of any one such passenger. Provided always that in the event of an accident occurring whilst such vehicle is carrying passengers more than the number of seats specified in the Schedule(s) (in addition to the Conductor/Attendant if any, and the driver) the Participant shall repay to the Company a ratable proportion of the total amount payable by the Company by reason of this Endorsement in respect of such accident in connection with such vehicle.

M00021 – Omni Buses Plying for Hire in Co-ordination with S.L.T.B.

The Participant having paid an additional takaful contribution (premium), it is hereby understood and agreed that notwithstanding anything to the contrary contained in condition 1 of PART 1 of this Policy but subject otherwise to the terms, exceptions and conditions of this Certificate, the Company will indemnify the Participant or any other person indemnified under Part 1 of this Policy Booklet against all sums including claimants costs and expenses which he shall become legally liable to pay in respect of damage to property and death of or bodily injury to any passenger being carried in or upon or entering or getting on to or alighting from any vehicle described in the Schedule thereto.

Provided always that in the event of an accident occurring whilst such vehicle is carrying passengers more than the seating capacity stated in the Certificate of Registration (in addition to the Conductor/Attendant if any and the Driver) the Participant shall repay to the Company a ratable proportion of the total amount payable by this Company by reason of this Clause in respect of such accident in connection with such vehicle.

In consideration of this extension the Participant shall bear a compulsory excess of Rs. 500/- on each and every claim irrespective of any other excess under Sub-Section A of SECTION 1 of the Policy.

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the Takaful granted by this Policy is subject to the following;

1. The Participant should submit to the Company a Certificate of competence in respect of each driver obtained from the Automobile Association of Ceylon to the effect that such driver is fit to drive the class of vehicles covered hereunder and the Participant should confirm that the driving experience on this class of vehicle is over three years.
2. The maximum age of such driver should not exceed 65 years and any such vehicle driven by a driver below 30 years of age is subject to a compulsory excess of Rs. 1,000/- irrespective of any other excess under the Policy.
3. The Participant should obtain a comprehensive inspection report from the local Agents or the A.A.C. to confirm the fitness, roadworthiness and the general condition of the vehicle, if it is second hand or reconditioned.

**M00023 – Passenger Risk - (Legal Liability to Passengers)
(Transportation of School Children/Parents / Guardians or Teachers by Private Vehicles)**

The Participant having paid an additional Takaful contribution (premium), it is hereby understood and agreed that notwithstanding anything to the contrary contained in Sub-section 1 (a) of PART 1, the Company will indemnify the Participant or any other person indemnified under Part 1 of this Policy Booklet against all sums including claimants costs and expenses which he shall become legally liable to pay in respect of death of or bodily injury to any passenger being carried in or upon or entering or getting on to or alighting from any vehicle described in the Schedule thereto.

Provided always that in the event of an accident occurring whilst such vehicle is carrying more than the number of persons specified by the Registrar of Motor Vehicles (in addition to the Conductor/Attendant if any and the Driver) the Participant shall repay to the Company a ratable proportion of the total amount payable by this Company by reason of this Clause in respect of such accident in connection with such vehicle.

The cover provided by this Clause is valid only in respect of transportation of school children and their parents/guardians or teachers to and from the school.

M00024 – Theft of Parts Extension (Private Dual Purpose Vehicles Only)

The Participant having paid an additional Takaful contribution (premium), it is hereby declared and agreed that the within written Policy is extended to indemnify the Participant for loss of or damage to accessories spare parts and/or integral parts by burglary, housebreaking or theft in the event the vehicle is not stolen at the same time.

In regards to this extension the Participant shall bear the first Rs. 2,000/- on each and every claim irrespective of any excesses if any, subject to the terms, exceptions and conditions of the Policy.

M00027- No Claim Bonus Protection Cover

It is hereby declared and agreed that on payment of an additional Takaful contribution (premium) the “No Claim Discount” entitled to the Participant is deemed to be protected in the event of a claim.

Upon settlement of any claim and where the no claim discount is protected, this benefit shall automatically be terminated unless reinstated by payment of an additional Takaful contribution (premium) In the event of cancellation by either party no refund of contribution (premium) is allowed under this extension.

Subject otherwise to the terms, exceptions and conditions of this Policy.

M00029 – Overturning of Three Wheelers

It is hereby understood and agreed that the Company shall not indemnify any loss or damage happening to the vehicle covered under this Policy due to overturning of the vehicle without an external impact/accident.

Further the Company shall not indemnify any loss or damage happening to the covered vehicle of which the steering mechanism has been altered, changed or modified.

M00032 – Ijarah Lease Installment Cover (Applicable to Islamic Leasing Ijara Facility)

The Participant having paid an additional Takaful contribution (premium), it is hereby declared and agreed that in the event the vehicle covered under the within written policy needs to be repaired and if the agreed repair time takes more than two weeks, subject to the following conditions and subject to the main policy conditions, the company shall pay the Ijarah lease installment due for the specific period of repair, maximum up to 3 months, to the Ijarah company.

1. Unless there is a claim under the policy for any damage to the vehicle and the indemnification being admitted by the company, compensation under this section will not be admitted.
2. Any compensation done under this extension will directly be made to the Ijarah Company.
3. Repair period of the vehicle will be decided by the engineer or the assessor with the consent of the repairer.
4. If the repairer is unable to complete the repair within the agreed time period due to any reason beyond his control it should be communicated to the company and the repair time should be agreed by the company and be extended. Any extensions over short repair times will not be met under this section unless it has been notified to the company.
5. Compensation will be calculated on prorata basis excluding the first two weeks (14 days from the date of approval for the repair).
6. Confiscation of the vehicle by any person or authority and detaining the vehicle for any legal requirement due to an accident or not, is not covered under this extension.

7. Any arrears or default of the payments, any kind of loading due to nonpayment of the regular installments according to the agreement, any penal charges will not be met by this extension.
8. Any delay in repairs due to participants' delay in submitting documents which will result in delaying admitting indemnification or making the claim payment by the company is not covered under this extension.
9. Time spent on Reconditioning or re-repairing due to faulty workmanship of the repairer or due to any other additional work which are not related to the accident for which the claim is paid is not covered under this section.
10. Delays due to any conflict between any parties or delay in releasing the vehicle from repairer after repair due to any reason is not covered under this extension.

M00033 – Loan Protection Cover (Applicable to Islamic Leasing Ijara Facility)

The Participant having paid an additional Takaful contribution (premium), it is hereby declared and agreed that in the event of death of the Participant, the Company shall undertake to settle the Ijara Leasing Company all the lease installments due until the completion of the agreement other than the arrears up to the date of demise.

M00041 – Alternative Transportation (Applicable for Private Used Motor Cars/Jeeps/Vans under Total Drive Benefits)

In the event the repair of the vehicle covered under the within written policy, (for which the indemnification being admitted by the company) on the opinion of the company's motor assessor will exceed four labour days, the company shall provide a daily allowance stated on the schedule in respect of alternative transportation up to a maximum period of 10 labour days.

M00042 – Accidental Injury Hospitalization (Applicable for Private Used Motor Cars/Jeeps/Vans under Total Drive Benefits)

Notwithstanding anything to the contrary the cover provided under Sub-Section B of SECTION 1 (Scope of Cover) is amended to read as follows. Reimbursement of medical expenses incurred to any authorized driver of the vehicle and the passengers of the vehicle at the time of the accident according to the seating capacity but not exceeding 07 passengers.

- i. Overall limit provided per year/per event under this extension is limited to the amount stated in the schedule
- ii. Treatment should be obtained within two days of the accident and is limited to a maximum of 10 days
- iii. Room charges provided up to the limit stated in the schedule
- iv. For hospitalization at a non-paying ward (government hospital), a daily allowance stated in the schedule is paid up to a maximum of 10 days.

M00043 – Agents Garage Excess Removal

The Participant having paid an additional Takaful contribution, it is hereby declared and agreed that no additional excesses shall be applicable for any repairs done at Agent's garage or parts replaced at Agent's price.

M00044 - Tools of Trade Cover

The cover provided under this extension will include;

- a) Loss or damage due to overturning risks and third party working risks under mobile cranes.
- b) Loss or damage while in use as a tool of trade under mobile crane or tipper.

However, the above extension shall not include:

- i. Where equipment/vehicle is operated beyond what is specified by the manufacturer.
- ii. Where lack of proper maintenance is a contributory cause to the loss/damage.
- iii. Where untrained, unskilled operators are engaged in operating such equipment/vehicles

Section 6 - Total Drive Benefits

M000098 – Total Drive Tier 2

It is hereby declared and agreed that the Participant is entitled for the following benefits in respect of cars and jeeps used for private purpose.

1. Personal Accident Cover (Excluding strike, riot, civil commotion and terrorism)

Additional Clause No.M00003 is amended to compensate bodily injury sustained by the participant, any authorized driver and the passengers of the vehicle whilst traveling in the vehicle at the time of the accident up to a limit of Rs. 500,000/- each according to seating capacity but not exceeding 07 persons.

Further it is declared, section 5 of 'Schedule of Compensation' of clause No.M00003 stands deleted.

2. Alternative Transportation

Additional clause No.M00041 is provided subject to following conditions & limits.

Sum Covered up to	Rs.2.5 million	Rs. 2,500/- per day
Sum covered exceeding	Rs.2.5 million	Rs. 3,500/- per day

3. Towing Charges

Notwithstanding anything to the contrary in the description provided in condition No. 6 of subsection A of SECTION 1 (Scope of Cover), towing charges is enhanced up to a maximum limit of Rs. 7,500/-

4. Accidental injury Hospitalization Cover (Excluding strike, riot, civil commotion and terrorism)

Additional clause No.M00042 is provided subject to following conditions & limits.

- a) Overall limit under this extension is limited to a maximum of Rs.250,000/- per year / per event and to a limit of Rs.50,000/- per person
- b) Room charges per day Rs. 1,000/- for a period of 5 days.
- c) For hospitalization at a non-paying ward (government hospital), a daily allowance of Rs.500/- is paid up to a maximum of 10 days.

4. Air Bag Cover

Additional clause No.M00014 "Airbag Extension" is provided free of charge for all airbags of the vehicle.

6. Cashless Repair Facility

On the request of the Participant the Company may settle the repair bill directly to the garage subject to indemnification being admitted under the policy and the claim amount has been agreed.

M00030 – SCHEME 1

It is hereby declared and agreed that the Participant is entitled for the following benefits in respect of cars, vans, jeeps, and double cabs used for private purpose.

1. Waiver of police Statement

Notwithstanding anything to the contrary to the Motor Traffic Act/any other regulation or legislation in regard to reporting of motor traffic or any other accident to any authority or to a body appointed by the state, the Company may waive off the requirement of submission of the first statement made to the police to settle an own damage claim otherwise there is third party involvement.

2. Towing Charges

Notwithstanding anything to the contrary in the description provided in condition No. 6 of subsection A of SECTION 1 (Scope of Cover), towing charges is enhanced up to a maximum limit of Rs.7,500/-

3. Advance Payment

The Company may grant advance of 75% of approved labour charges on Participant's request subject to the Company agreeing to indemnify under the Policy.

4. Alternative Transportation

Additional clause No.M00041 is provided subject to following conditions & limits.

Sum Covered up to	Rs.2 million	Rs.2,000/- per day
Sum covered exceeding	Rs.2 million	Rs.3,000/- per day

5. Accidental injury Hospitalization Cover (Excluding strike, riot, civil commotion and terrorism)

Additional clause No.M00042 is provided subject to following conditions & limits.

- a) Overall limit under this extension is limited to a maximum of Rs.50,000/- per year / per event and to a limit of Rs.10,000/- per person
- b) Room charges per day Rs.1,000/- for a period of 5 days.

6. Personal Accident Cover (Excluding strike, riot, civil commotion and terrorism)

Additional clause No. M00003 is amended to compensation bodily injury sustained by the participant, any authorized driver and the passengers of the vehicle whilst traveling in the vehicle at the time of the accident up to a limit of Rs.50,000/- each according to seating capacity but not exceeding 10 persons.

Further it is declared, section 5 of 'Schedule of Compensation' of clause No.M00003 stands deleted.

7. Waiver of After Repair Inspection (ARI)

The Participant may not be required to produce the vehicle for repair inspection if the repair has been carried out at Agent's garage.

8. Settlement of bills directly to Garage

On the request of the Participant if the repair has been carried out at the agent's garage the Company may settle the repair bill subject to the Company agreeing to indemnify under the policy and the claim amount has been agreed.

9. Air Bag Cover

Additional clause No.M00014 "Airbag Extension" is provided free of charge for two front seat airbags of the vehicles.

M00031- SCHEME2

It is hereby declared and agreed that the Participant is entitled for the following benefits in respect of Commercial Vehicle.

1. Waiver of police Statement

Notwithstanding anything to the contrary to the Motor Traffic Act/any other regulation or legislation in regard to reporting of motor traffic or any other accident to any authority or to a body appointed by the state, the Company may waive off the requirement of submission of the first statement made to the police to settle an own damage claim otherwise there is third party involvement.

2. Towing Charges

Notwithstanding anything to the contrary in the description provided in condition No.6 of subsection A of SECTION 1 (Scope of Cover), towing charges is enhanced up to a maximum limit of Rs. 7,500/-

3. Advance Payment

The Company may grant advance of 75% of approved labour charges on Participant's request subject to the Company agreeing to indemnify under the Policy.

4. Waiver of After Repair Inspection (ARI)

The Participant may not be required to produce the vehicle for repair inspection if the repair has been carried out at Agent's garage.

5. Settlement of bills directly to Garage

On the request of the Participant if the repair has been carried out at the agent's garage the Company may settle the repair bill subject to the Company agreeing to indemnify under the policy and the claim amount has been agreed.

M000098 – TOTAL DRIVE | PRESTIGE

It is hereby declared and agreed that the Participant is entitled for the following benefits in respect of cars and jeeps used for private purpose.

1. Personal Accident Cover

(Excluding strike, riot, civil commotion and terrorism)

Additional Clause No.M00003 is amended to compensate bodily injury sustained by the participant, and the passengers (including any authorized driver) of the vehicle whilst traveling in the vehicle at the time of the accident up to a limit of Rs. 1,000,000 in respect of the Participant and Rs. 500,000/- in respect of any authorized driver and each passenger according to seating capacity but not exceeding 10 persons.

Further it is declared, section 5 of 'Schedule of Compensation' of clause No.M00003 stands deleted.

2. Alternative Transportation

Additional clause No.M00041 is enhanced up to a maximum limit as mentioned below.

Sum covered from	Rs.10 to 20 million	Rs.7,500/- per day
Sum covered exceeding	Rs.20 million	Rs.12,000/- per day

3. Towing Charges

Notwithstanding anything to the contrary in the description provided in condition No. 6 of subsection A of SECTION 1 (Scope of Cover), towing charges is enhanced up to a maximum limit of Rs.20,000/-

4. Accidental injury Hospitalization Cover (Excluding strike, riot, civil commotion and terrorism)

Additional clause No.M00042 is provided subject to following conditions & limits.

- a) Overall limit under this extension allowed as below
 - (i) For Participant – Up to a maximum of Rs.500,000/- per year / per event – including for plastic surgery
 - (ii) For Passengers – Overall limit under this extension is limited to a maximum of Rs.250,000/- per year / per event and to a limit of Rs.50,000/- per passenger
- b) Room charges per day Rs.2,000/- for a period of 5 days.
- c) For hospitalization at a non-paying ward (government hospital), a daily allowance of Rs.500/- is paid up to a maximum of 10 days.

5. Air Bag Cover

Additional clause No.M00014 “Airbag Extension” is provided free of charge for all airbags of the vehicle

6. Owners Account Deduction waived off for 7 years from year of make of the vehicle

Notwithstanding anything to the contrary in the description provided in Condition No. 2[b] (Page 10) of subsection A of SECTION 1 (Scope of Cover), the Company may not hold the Participant responsible for amount termed as **Owner’s Account** for the replacement done with brand new items for the first seven years from the year of make of the vehicle.

7. Waiver of Agent’s Garage Excess

Notwithstanding anything to the contrary in the description provided in Condition No.3[vii] (POLICY EXCESS / DEDUCTIBLES - Page 12) of subsection A of SECTION 1 (Scope of Cover), in the event the vehicle needs to be repaired (due to a damage covered under the policy), the facility to repair at Agent’s Garage is allowed subject to NO excesses/deductions.

8. Waiver of Deductions on Rubber Items (Except Tyres)

Notwithstanding anything to the contrary in the description provided in Condition No. 1 (i) of subsection A of SECTION 1 (Scope of Cover) - Page 9, indemnification by the Company in respect of damage to rubber items shall be 100 per centum of the cost of replacement.

9. No Claims Bonus

Notwithstanding anything to the contrary to condition No.7 (Page 13) of subsection A of SECTION 1 (Scope of Cover) the NO CLAIM DISCOUNT / BONUS Scale shall not be applicable to this section.

Yet, the Participant is entitled to a No-Claim-Discount of 5% on renewal of the Policy if no claim is made or arisen under this Policy and provided the Vehicle is covered for a continuous period of 12 months

IMPORTANT ASPECTS (in brief)

We have highlighted below few points in the policy; most participants have not paid attention to. This is a brief and simple explanation. We strongly advise you to read the entire Policy book in order to know the terms and conditions of your Motor Policy.

1. Average Clause – In the event of a claim, if the sum covered (insured value of vehicle) is less than the market value of the vehicle, the ratable proportion of the loss / damage will be deducted from the claim payable. (refer page 19 – Condition 2(d) of Section 3 [CLAIMS])

Market value means the value of a vehicle of same make, model and similar condition (deducting depreciation/usage) including standard duty applicable for such vehicle without any duty concession.

2. Owners Account Deduction – When claim payments are made, an amount for depreciation/wear and tear will be deducted (refer page 7 - Condition 2(b) of Section A)

3. Policy Excess – When claim payments are made, excesses (voluntary/compulsory excess) will be deducted. This is in addition to section 1 and 2 above (refer page 23– M00001 & M00002)

4. General Exceptions – Claims arising out of perils excluded in the policy shall NOT be paid by the company, (refer page 14 to17)

Further, other exclusions & limitations specified in the policy book and the policy schedule for various covers shall apply accordingly.

5. Non-payment of Takaful Contribution (premium) within 60 days from inception of the policy shall cause the termination of the policy without prior notice. (ref pg. 20 – Takaful Contribution (premium) Payment Warranty)

6. Basis of settlement (Indemnity)

a) If the total loss of the vehicle, the maximum claim paid will be the sum covered of the policy or the market value of the vehicle at the time of loss, whichever is less (above section 2 and 3 will be deducted from the claim amount)

b) For partial losses, the claim payable amount shall be calculated as follow

7. Make sure to renew your policy before the expiry date (call 011-7501000).

8. If you sell your vehicle.

a) Surrender the Motor Certificate (card) to the Company, If the Certificate of Takaful / Insurance has been lost or destroyed a statutory declaration to that effect must be made. Failure to comply with this obligation is an offence under the Motor Traffic Act.

b) Cancel your policy and get a refund (Provided no claims are made during the policy period) or utilize the balance to your new vehicle or to the Motor Policy of the new owner of your vehicle (refer page 20, Condition 1 [Cancellation])

We have highlighted below few points in the policy; most participants have not paid attention to. This is a brief and simple explanation. We strongly advise you to read the entire Policy book in order to know the terms and conditions of your Motor Takaful Policy.

1. Average Clause – In the event of a claim, if the sum covered (insured value of vehicle) is less than the market value of the vehicle, the ratable proportion of the loss / damage will be deducted from the claim payable. (refer page 19 – Condition 2(d) of Section 3 [CLAIMS])

Market value means the value of a vehicle of same make, model and similar condition (deducting depreciation/usage) including standard duty applicable for such vehicle without any duty concession.

2. Owners Account Deduction – When claim payments are made, an amount for depreciation/wear and tear will be deducted (refer page 07 - subsection 2 (b) of section A)

3. Policy Excess – When claim payments are made, excesses (voluntary/compulsory excess) will be deducted. This is in addition to section 1 and 2 above (refer page 23 – M00001 & M00002)

4. General Exceptions – Claims arising out of perils excluded in the policy shall NOT be paid by the company, (refer page 14)

Further, other exclusions & limitations specified in the policy book and the policy schedule for various covers shall apply accordingly.

ACTUAL LOSS

Less Owners Account Deduction
Less Average Clause (Under Insurance)
Less Bald Tyre Penalty /Overloading Penalty
Less Compulsory and Voluntary Excesses
= **NET CLAIM PAYABLE**

5. Non-payment of Takaful Contribution within 60 days from inception of the policy shall cause the termination of the policy without prior notice. (ref page 22 – Takaful Contribution Payment Warranty)

6. Basis of settlement (Indemnity)

a) If the total loss of the vehicle, the maximum claim paid will be the sum covered of the policy or the market value of the vehicle at the time of loss, whichever is less (above section 2 and 3 will be deducted from the claim amount)

b) For partial losses, the claim payable amount shall be calculated as follows

ACTUAL LOSS

Less Owners Account Deduction
Less Average Clause (Under Insurance)
Less Bold Tyre Excess
Less Compulsory and Voluntary Excesses
= **NET CLAIM PAYABLE**

CLAIMS PROCEDURE (in brief)

Intimate/Report the accident to Amana Takaful Hotline on 011-7501000 immediately.

We strongly advise you to report the accident to the nearest police station in line with regulatory requirements. Company at its own discretion may decide whether to waive off the requirement of a police report to process the claim.

- (a) Request for onsite claims inspection and approval *
- (b) Drive in the vehicle to Amana Takaful office (on a working day) and obtain cash in lieu offer **)
- (c) Drive/Tow the vehicle to a garage of your choice.
 - i) Obtain an estimate and call us on 011-7501000 to inspect and approve the estimate. (Vehicle will be inspected within 3 working hours from the time of call and vehicle should not be dismantled until its inspected)
 - ii) Proceed with the repair according to the letter of Approval issued by the Claims Department of Amana Takaful.
 - iii) Submit the final Bill, Salvage and produce vehicle for After Repair Inspection.
 - iv) Upon submitting all necessary documents, the claim will be settled within 3 working days.
Nevertheless, claims in respect of theft/burglary of vehicle shall be settled only after a waiting period of six months.

- * Within Colombo City Limits Only
- ** Only at **Head Office**

NOTE:

1. In order to approve and pay a claim, a completed total drive claim form, copy of Driving License of the driver at the time of accident, no objection letter if vehicle is leased /mortgaged and discharge voucher should be submitted.
2. For Theft of Parts, Theft of Vehicle, Malicious acts, Riot & Strike, Terrorism and 3rd Party claims, police entry is compulsory.
3. 3rd party claim/compensation will be settled subject to a civil court order. If you receive a letter of demand with regard to a third party liability;
 - a) Inform the company (Amana Takaful) immediately
 - b) Do not respond without informing the company.
4. Upon a request, a Tow truck could be arranged, Towing cost will be reimbursed. (up to 7,500/- excluding Motor Cycles)