

## 3T – OLD CAR INSURANCE

**In consideration of payment of premium, We agree to provide insurance in accordance with the operative Sections of the Policy. The Schedule and any Endorsements are all part of the Policy. The information You have supplied forms part of the contract of insurance with Us.**

### SECTION 1 – TOTAL LOSS OF VEHICLE

We will indemnify you:

1. If Insured Vehicle is damaged and declared as a Total Loss or Constructive Total Loss due to –
  - a) accidental external means
  - b) fire external explosion self-ignition or lightning or frost
  - c) flood, hail, wind, hurricane, cyclone, tornado, or typhoon
  - d) earthquake, volcanic eruption or other convulsion of nature
  - e) riot, strike, malicious act, civil commotion (except as specifically excluded hereafter) and act of terrorism

Constructive Total Loss shall mean where the actual cost of repairs exceed 60% of Market value or Insured Estimated Value of the Vehicle (whichever is less) before the accident.

2. Theft, Hijacking, Snatching and Burglary of Insured Vehicle

#### Provided always that:

- I. Insured Vehicle shall only be used for private and domestic purpose and not for any other purpose including but not limited to commercial activities whether public or private, rent a car business, goods or passenger carrying activities and public service activities.
- II. Insured Vehicle must be older than 5 years at the time of Insurance from manufacturing year.
- III. Basis of Indemnity shall be the Market Value or Insured Estimated Value whichever is less.
- IV. We will not be liable to make any payment in respect of:
  - a. Theft of accessories
  - b. consequential loss, depreciation, wear and tear, mechanical or electrical break-downs, failures or breakages
  - c. loss arising from theft or criminal misappropriation or criminal breach of trust by Your driver or known person.

## SECTION 2 – LIABILITY TO THIRD PARTIES

We will indemnify You in the event of accident caused by or arising out of the use of the Insured Vehicle against all sums including claimant's cost and expenses which You shall become legally liable to pay in respect of:

- i. death of or bodily injury to any person but except so far as is necessary to meet the requirements of Section 95 of the Motor Vehicles Act, 1939, We shall not be liable where such death or injury arises out of and in the course of the employment of such person by You;
- ii. Damage to property other than property belonging to You or held in trust by You or in Your custody or control.

### Provided always that:

- A. We will pay all costs and expenses incurred with our written consent only.
- B. In terms of and subject to the limitations of the indemnity which is granted by this Section to You, We will indemnify any driver who is driving the Insured Vehicle on Your order or with Your permission provided that such Driver:
  - i. Is not entitled to indemnity under any other insurance policy
  - ii. Shall as though, he or she were You, observe, fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.
- C. In terms of and subject to the limitations of the indemnity, which is granted by this Section in connection with the Insured Vehicle, We will indemnify You whilst personally driving a private Vehicle (but not a Motor Cycle) not belonging to You and not hired by You under a hire purchase agreement.
- D. In the event of the death of any person entitled to indemnity under this Policy, We will in respect of the liability incurred by such person, indemnify his or her personal representatives in the terms of and subject to the limitations of this Policy, provided that, such personal representatives shall as though they were You, observe, fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.
- E. We may at our own option:
  - iii. Arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Section and
  - iv. Undertake the defense of proceedings in any Court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

### AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY PROVISIO

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act, 1939, Section 96.

However, You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the said provisions.

## GENERAL EXCEPTIONS APPLICABLE TO ALL SECTIONS

We will not be liable under this Policy in respect of –

1. any accident loss damage and/or liability caused or sustained or incurred outside the Geographical Area as declared on the Schedule
2. any claim arising out of any contractual liability
3. any accident loss damage and/or liability caused sustained or incurred whilst any vehicle in respect of or in connection with which insurance is granted under this policy is:
  - a. being used otherwise than in accordance with the limitations as to Use or
  - b. being driven by any person other than a Driver as described in the schedule and/or declared on the Proposal Form
4. any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from any consequential loss
5. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission
6. Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from or aggravated by nuclear weapons material
7. Any accident loss damage and/or liability caused sustained or incurred after any variation in or termination of Your interest in the Insured Vehicle
8. 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 aggravated by or in connection with war, invasion, the act of foreign enemies hostilities or warlike operations, (whether before or after declaration of war), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto.
9. Except under Section 2 - A (i) of this policy whilst You or any person driving with Your general knowledge and consent, is under the influence of intoxicating liquor or drugs and in the event of any claim hereunder, You will prove that the accident, loss, damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences of any consequence thereof and in default of such proof, We will not be liable to make any payment in respect of such a claim.

## CONDITIONS

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part to this policy or of the Schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to Us immediately upon the occurrence of any accident or loss or damage and in the event of any claim and thereafter You shall give all such information and assistance as the We shall require. Every letter claim writ summons and/or process shall be forwarded to Us immediately on receipt by You. Notice shall also be given in writing to Us immediately You will come to know of any impending prosecution, Inquiry or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of the claim under this Policy, You shall give immediate notice to the Police and co-operate with Us in securing the conviction of the offender.
2. No admission, offer, promise, payment or indemnity shall be made by You or given by or on Your behalf without the written consent of Us. We will be entitled to take over and conduct in Your name the defense or settlement of any claim or to prosecute in Your name for our own benefits, any claim, for indemnity or damages. We will at all times, have full discretion in the conduct of any proceeding or in the settlement of any claim and You shall give all such information and assistance as we may require.
3. We may at our own option replace the Vehicle Insured or may pay in cash the amount of the loss or damage.
4. You must take all reasonable steps to safeguard the Insured Vehicle from loss or damage and to maintain it in efficient condition and We shall have at all times free and full access to examine the Insured Vehicle or any part thereof or any driver or Your employee. In the event of any accident or breakdown, the Insured Vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Insured Vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to the Insured Vehicle shall be entirely at Your own risk.
5. We may cancel this Policy by sending seven days' notice by registered letter to Your last known address and in such event will return to You the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled any time by You on seven days' notice and (provided no claim has arisen during the then current period of insurance) You shall be entitled to a return of premium less premium at the Our short period rates for the period the Policy has been in force.
6. You must immediately inform Us, but not later than forty eight hours (48 hrs) and immediately commence issuance procedure for duplicate, should You lose the original excise and taxation return file or vehicle registration book of the Vehicle by any means, whilst this Policy is in force. Failure to comply will prejudice Your right of indemnity under this Policy.
7. If at time any claim arises under the Policy, there is any other existing insurance covering the same loss damage or liability, then We shall not be liable to pay or contribute more than our ratable proportion of any loss, damage, compensation costs or expenses.

Provided always that no contribution will be made with respect to indemnity granted under Section 2 – Liability to Third Parties, of this Policy, where the Insured vehicle is being driven by any other person with Your permission or on Your order, whilst being entitled to indemnity under any other insurance policy.

Provided always that nothing in this condition shall impose on Us any liability from which but for this condition it would have been relieved under proviso (i) of Section 2-C of this Policy.

8. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference 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 in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators preside at their meetings and the making of an Award shall be a condition precedent to any right of action against Us.
9. The due observance and fulfillment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability on Us to make any payment under this Policy.

