

## MOTOR INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the **Solarelle Insurance Private Limited** (hereinafter called the “Company”) for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that in respect of accident, loss or damage occurring during the period of insurance stated in the said schedule or during the 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, pay to the insured the sum or sums of money described in the schedule.

You are recommended to examine your policy to ensure that it has been prepared in accordance with your requirements.

## **SECTION 1 - LOSS OR DAMAGE**

1. The Company will indemnify the Insured against loss of or damage to any Vehicle described in the Schedule hereto and/or its accessories and spare parts whilst thereon:
  - (a) by accidental external means
  - (b) by fire, external explosion, self-ignition or lightning or burglary, house-breaking or theft
  - (c) by malicious act
  - (d) while in transit by road, rail, territorial waterway, lift or elevator but excluding 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, damage to tyres and tubes unless such vehicle sustains other damage at the same time in which event, the liability of the Company in respect of damage to tyres and tubes shall not exceed 50 per centum of the cost of replacement.
2. The Company shall not be liable to make any payment in respect of consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages nor for damage caused by overloading or strain or by the nature of the load or by explosion of the fuel storage tank of such vehicle.
3. In the event of such vehicle being disabled by reason of loss or damage covered under this Policy, the Company will bear the reasonable cost of protection and removal to the nearest repairers approved by the Company and redelivery to the Insured but not exceeding in all MVR2,500.00 in respect of any one accident.
4. In the event of such vehicle sustaining damage for which the Company may be liable under this policy, immediate notice shall be given to the issuing office of the Company and no work shall be commenced nor shall any part of such vehicle be dismantled/nor shall the Insured accept any estimate of the cost of any repair to such vehicle without the prior approval in writing of the Company.

## **SECTION II - LIABILITY TO THIRD PARTIES**

1. Subject to the limits of liability stated in the schedule hereto, the company will indemnify the Insured against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of death of or bodily injury to any person caused by or arising out of the use of any vehicle described in the Schedule hereto (including the loading and/or unloading of such vehicle) damage to property caused by the use of any vehicle described in the Schedule hereto (including the loading and/or unloading of such vehicle)

Provided always that the Company shall not be liable in respect of;

- (a) death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicle for loading thereon or the taking away of the load from such vehicle after unloading there from
  - (b) death or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment
  - (c) 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 front such vehicle at the time of the occurrence of the event out of which any claim arises
  - (d) damage to property belonging to or held in trust by or in the custody or control of the Insured or a member of Insured's household or being conveyed by such vehicle
  - (e) damage to any bridge and or weigh-bridge and/or viaduct and/or any road and/or anything beneath by vibration of by the weight of such vehicle and/or load carried by such vehicle
  - (f) damage to property caused by sparks of ashes from such vehicle or caused by or arising out of the explosion of the fuel storage tank of such vehicle
  - (g) death or bodily injury caused by or arising out of the explosion of the fuel storage tank of such vehicle unless such death or injury is caused by or arises out of the use of such vehicle on a highway as defined in the Schedule hereto
2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity which is granted by this Section to the Insured, the Company will indemnify any person who is driving such vehicle provided that such person:

- (a) is not entitled to indemnify under any other Policy
- (b) shall as though he were the insured observe, fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply

4. 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 of the limitations of this Section provided that such personal representatives shall as though they were the Insured observe fulfill and Be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

5. The Company may at its own option arrange for representation at any Inquest or Fatal Inquiry in respect of any Death which may be the subject of indemnity under this Section and 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.

#### **APPLICATION OF' LIMITS OF' INDEMNITY**

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

#### **GENERALEXCEPTIONS**

The Company shall not be liable under his Policy in respect of:

- (1) Any accident loss damage and/or liability caused sustained or incurred outside the territorial limits of Maldives Islands
- (2) Any claim arising out of any contractual liability
- (3) Any accident, loss, damage and/or liability caused, sustained or incurred whilst such vehicle is
  - (a) being used for any purpose within the definition of "Excluded Use" contained in the Schedule hereto, or
  - (b) being driven by or is for the purpose of being driven by him in the charge of an "Exclusive Driver"

as defined in the said Schedule

- (4) Any accident, loss, damage and/or liability directly or indirectly, approximately or remotely occasioned by, contributes to by or traceable to or arising out of or in connection with flood, storm, tempest, cyclone or other atmospheric disturbances, volcanic eruption, earthquake or other convulsion of nature, invasion, the act of the foreign enemies, hostilities or warlike operation (whether before or after declaration of war), civil war, strike, riot, civil commotion, mutiny, rebellion, military or usurped owner or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident, loss, damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
- (5) Any accident or loss or damage arising directly or indirectly whilst the Insured driving such vehicle is under the Influence of any intoxicating liquor or any drugs or any person under the influence of any intoxicating liquor or any drug driving such vehicle with the knowledge and consent of the Insured.

## CONDITIONS

1. Notice shall be given in writing to the Issuing Office of the Company immediately upon the occurrence of any accident or loss or damage and in the event of any claim, every letter, claim, writ, summons and/or loss process shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the company immediately the Insured shall have knowledge of any impending prosecution in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy, the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.
2. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages of otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. At any time after the happening of any event giving rise to a claim or series of claims under Sub-section 1 (ii) of Section 11 of this Policy, the Company may pay to the Insured the full amount of the Company's liability under the sub-section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequences of any alleged action or omission of the Company in connection with such defence, settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
4. The Company may at its own option repair, reinstate or replace any vehicle described in the schedule hereto or part thereof and/or its accessories or spare parts or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and in no case exceed the Insured's estimate of the value of such vehicle (including accessories and spare parts) as specified in the said schedule or the value of such vehicle (including accessories and spare parts) at the time of the loss or damage whichever is the less.
5. The Insured shall take all reasonable precautions to safeguard from loss or damage and to maintain in efficient condition any vehicle described in the Schedule hereto and the Company shall have at all times free and full access to examine such vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, such vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if such vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to such vehicle shall be entirely at the Insured's own risk.
6. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion hereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current period of insurance) the Insured shall be entitled to a return of premium less premium at the Company short period rates for the period the Policy has been in force.
7. If at any time any claim arises under this Policy there is any other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rate able proportion of any loss, damage, compensation, cost or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this condition it would have been relieved under proviso (a) of Section 11- 3 of this Policy.
8. 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 they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within one calendar month after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within one calendar-month after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the Arbitrators the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrator and preside at their meetings.

The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or umpire respectively and in the event of the death of an arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrator (as the case may be) by whom the Arbitrator or Umpire so dying was appointed., The cost of reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire so dying was appointed. The cost of the reference and of the award shall be at the discretion of the Arbitrator or Umpire making the award. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date 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.

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 the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **WINDSCREEN/WINDOWS ENDORSEMENT**

It is hereby agreed that if any glass in the windscreen/windows of the insured vehicle shall be broken not involving other damage to body work, the Company will pay the cost of reinstatement of such Windscreen/Windows and scratched body work irrespective of cause of breakage up to but not exceeding the sum specified in the Schedule (s) for any occurrence. Further, such payment will be made without prejudice to any No Claim Bonus otherwise due.

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

### **PERSONAL ACCIDENT INSURANCE ENDORSEMENT**

It is hereby understood and agreed that the Company undertakes to pay the percentages of the limits described in the schedule for death or bodily injuries as hereinafter defined sustained by the driver of the insured vehicle caused by violent, accidental external and visible means which 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:

#### **Scale of Compensation of Described in the Schedule**

1)	Death	100%
2)	Total and irrecoverable loss of all sight in both eyes	100%
3.	Total loss by physical severance, at or above the wrist or ankle of both hands or both or both feet of one hand to ether with one foot	100%
4.	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%
5.	Total and irrecoverable loss of all sight in one eye	50%
6.	Total loss by physical severance, at or above the wrist or ankle, of one hand or one foot	50%
7.	Total disablement from engaging in or giving any attention to such person's profession or occupation per week for a period not exceeding 26 weeks	0.5%

PROVIDED ALWAYS THAT: -

- a) Compensation shall be payable under one only of items (1) to (7) above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the amount payable under items of the scale of compensation of the multiples thereof as stated in the schedule(s).
- b) Such person is not less than 16 not more than 65 years of age at the time of such injury.
- c) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self-injury, suicide or attempted suicide, physical defect of Infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- d) Such compensation shall be payable only with the approval of the insured 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.
- e) The Strike, Riot and Civil Commotion cover granted under the policy shall not apply to the extension of insurance by this endorsement.

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