orient
INSURANCE LIMITED



ORIENT AUTOCARE PLUS ULTIMATE

INSURANCE PRODUCT INFORMATION DOCUMENT (IPID)

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Orient Auto Care Plus Ultimate – Insurance Product Information Document

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1. INTRODUCTION

This document provides a customer-friendly summary of the motor insurance policy, including coverage, exclusions, conditions, and optional endorsements.

2. COVERAGE SUMMARY

You are covered by Orient Insurance Limited based on the details you provided in your application. Once your premium is paid, your policy protects you against accidental loss or damage during the insured period. All documents such as your policy, application, certificate of insurance, and schedule work together as one complete agreement.

3. SECTION 1 – LOSS OR DAMAGE TO VEHICLE

3.1 Your vehicle is protected against

- Accidental damage
- Fire, explosion, lightning, or self-ignition
- Theft or burglary
- Malicious acts
- Damage during transport (by road, rail, water, lift, or elevator)
- Towing & Recovery Costs

> **Towing & Recovery:** if your vehicle is disabled due to a covered incident, the insurer will pay up to **LKR 5,000** for protection and removal to the nearest approved repairer, and delivery back to you after repairs.

3.2 What's Not Covered

- **Tires and tubes**
  Covered only if other damage occurs at the same time, and only up to 50% of replacement cost.
- **Accessories and spare parts**
  Not covered if stolen separately, unless the whole vehicle is stolen (except for private cars).
- **Airbags**
  Not covered unless activated due to a definable accident.
- **Windscreens on buses/coaches**
  Covered only up to 10% of the vehicle's value.
- **Hiring & rental vehicles**
  No cover for lamps, tires, mudguards, bumpers, brackets, or paintwork.
- Loss due to wear and tear or depreciation
- Mechanical, electrical, or electronic breakdowns
- Failures of microchips or similar devices, for example, date recognition issues
- Damage from overloading or the nature of the load

3.3 No Claim Bonus (NCB) – Your Reward for Safe Driving

If you don't make any claims during your policy period, you'll receive a discount on your renewal premium. The longer you go without a claim, the bigger your discount!

Important Notes

- **Transfer of Policy**
  If the policy is transferred to someone else, their NCB starts fresh.
- **Multiple Vehicles**
  NCB is calculated separately for each vehicle.
- **After a Claim**
  If you've had over 5 years of NCB, only 3 years will be deducted after a claim.
- **Short-Term Policies**
  NCB does not apply to short-term insurance policies.

4. SECTION 2 – LIABILITY TO THIRD PARTIES

Provides legal coverage for injury or property damage caused to others by your vehicle. Coverage varies by vehicle type (private cars, motorcycles, commercial vehicles).

4.1 Injury or Death to Others

- Unlimited legal liability coverage.

4.2 Damage to Third-Party Property

- Private Cars: Up to **LKR 10,000,000**
- Motorcycles & Commercial Vehicles: Up to **LKR 30,000**

4.3 Legal Costs & Representation

- Covered if pre-approved by the insurer.
- Insurer may represent you in legal proceedings.

4.4 Not Covered

- Injury or damage off public roads during loading/unloading (except for commercial vehicles).
- Injury to employees during work.
- Injury to unauthorized passengers.
- Damage to your own or household property.
- Damage to infrastructure (e.g., bridges, roads) due to vehicle weight or vibration.
- Damage from sparks, ashes, or boiler explosions, unless on a public road.

5. OPTIONAL COMPENSATION SCHEME – FOR DEATH OR PERMANENT DISABILITY

This scheme offers quick, out-of-court compensation for third-party victims of motor accidents or their families.

5.1 Who Can Claim?

- Third-party victims who die or suffer permanent disability due to a motor accident.
- Legal heirs (spouse, children, or parents) can claim if the victim is deceased.

5.2 Compensation Amounts

- Death: **LKR 500,000**
- Permanent disability: Up to **LKR 500,000**, based on severity (as per Annexure 02(a)) in the wording

5.3 Key Conditions

- The vehicle must have at least third-party insurance.
- The accident must result in death or disability within 12 months.
- Claims must be submitted within 6 months of the incident.
- Compensation is ex-gratia (a goodwill payment) and does not admit legal liability.

5.4 Who Is Not Eligible?

- Drivers, employees, or passengers of the vehicle involved.
- People who intentionally cause accidents.
- Accidents involving riots or terrorism.

5.5 How to Apply

- Use the application form in Annexure 02 in the policy wording.
- Submit to the relevant insurance company.

5.6 Legal Rights Remain

- You can still go to court for additional compensation.
- If the court awards more, the insurer may deduct the amount already paid.
- Disputes will be handled by the Insurance Ombudsman until a legal framework is in place.

5.7 Legal Rights & Recovery

- This policy does not affect your legal rights under the Motor Traffic Act No. 14 of 1951.
- If the insurer pays compensation under legal provisions or the Optional Compensation Scheme, and those payments wouldn't normally be covered by the policy, you may need to repay those amounts to the insurer.

5.8 Limitations on Indemnity

- If multiple people are injured in one accident, the LKR 10,000 limit applies to the total amount paid, not per person.
- The insured will be given priority in receiving compensation.

6. SECTION 3 – MEDICAL EXPENSES

If you or any passenger in your insured private car is injured in an accident, the insurer will reimburse medical expenses up to **LKR 10,000** per accident.

- Injuries must be caused by violent, accidental, external, and visible means.

7. GENERAL CONDITIONS

Coverage applies only to the insured vehicle listed in your policy.

Your Responsibilities as the Insured

1. **Take Reasonable Care**

   You must keep your vehicle in good, roadworthy condition.

   Take all necessary precautions to prevent loss or damage.

2. **After an Accident or Breakdown**
   Don't leave the vehicle unattended without proper safety measures.
   If you drive the vehicle before it's repaired, any further damage will be your responsibility.
3. **Access for Inspection**
   The insurance company has the right to inspect your vehicle or speak to your driver or employees at any time.

Policy Cancellation

- **By the Insurer:** The company can cancel your policy with 7 days' notice. You'll get a refund for the unused portion of your premium.
- **By You:** You can cancel with 7 days' notice, provided:
  - No claims have been made
  - All insurance certificates are returned
  - Refunds are based on the scale provided in the wording.

Other Insurance Policies

If another insurance policy also covers the same loss, this policy will only pay its fair share of the claim.

Dispute Resolution

If there's disagreement about the amount payable (but not about liability), it will be settled through arbitration under the Arbitration Act No. 11 of 1995.

- No legal action can be taken until the arbitration award is made.
- If fraud is involved, you may lose your right to recover the premium.

Fraudulent Claims

If you or someone on your behalf:

- Makes a fraudulent claim
- Uses false documents or statements
- Causes damage intentionally

All benefits under this policy will be forfeited.

Average Clause – Market Value Matters

- If your vehicle's insured value is lower than its current market value, your claim will be reduced proportionally.
- If your vehicle is overvalued, the insurer will only pay up to the market value, not the insured amount.

Market value means the price for which a similar, well-maintained vehicle would sell today, not the original purchase price.

Contribution for Brand-New Spare Parts

If you choose brand-new original parts after an accident, you may need to pay part of the cost based on your vehicle's age:

Wear & Tear Deductions

Claims for rubber items, mechanical, electrical/electronic components, and lubricants may be reduced by up to 50% due to wear and tear or exposure.

Claims Procedure – What You Need to Do

If your vehicle is involved in an accident or suffers damage, here's how to make a claim:

Step-by-Step Guide

1. **Notify the Insurer Immediately**
   Inform the insurance company in writing as soon as the accident, loss, or damage occurs.
2. **Submit Your Claim Within 15 Days**
   Complete the claim form and submit it with all required documents within 15 days of the incident.
3. **Forward All Legal Documents**
   Send any letters, claims, summons, or legal notices to the insurer immediately upon receipt.
4. **Report on Criminal Acts to Police**
   If the incident involves theft or any criminal activity, report it to the police immediately and cooperate with the insurer.
5. **Don't Admit Liability**
   Do not make any promises, payments, or admissions without written approval from the insurer.
6. **Insurer May Take Over the Case**
   The insurer may handle the defense or settlement of claims on your behalf and will require your full cooperation.

Basis of Settlement

- The insurer may choose to repair, replace, or pay cash for the damage.
- The payout will not exceed the lower of:
  - The insured value listed in your policy
  - The current market value of the vehicle and parts
- If parts are not available locally, the insurer will base costs on:
  - The latest price list from the manufacturer or agent in Sri Lanka
  - Or the manufacturer's price plus shipping (excluding air freight), import duties, and fitting costs

Keeping Your Policy Up to Date

You must inform the insurer of any material changes (e.g., usage, ownership, modifications) and failure to do so may affect your ability to claim or void your policy.

Duty of Disclosure

You must fully and truthfully disclose all relevant facts when applying for insurance or making a claim. Misrepresentation or withholding information may result in:

- Cancellation of your policy
- Loss of coverage
- Denial of claims

Hybrid/Electric Battery

The company will cover damage to the battery, inverter, or motor only if:

- The damage is caused by an accidental external event, AND
- The vehicle itself also suffers other damage at the same time.

Maximum Liability

The compensation will be the lowest of the following:

- 10% of the insured value of the vehicle
- 10% of the market value of the vehicle at the time of the accident
- The current market value of a similar battery/inverter/motor
- The cost to restore the damaged part to its pre-damage condition

Mode of Payment of Premiums

Premiums should be made within the PPW (Premium Payment Warranty – 60 days) using payment modes permitted by the Company as stated in the Policy Schedule.

8. GENERAL EXCLUSIONS – WHAT'S NOT COVERED

Your insurance policy does not cover the following situations:

8.1 Outside Sri Lanka

Accidents or losses occurring outside Sri Lanka.

8.2 Late Notification

Claims not reported immediately to the insurer.

8.3 Contractual Liability

Claims based on contractual obligations.

8.4 Improper Use of Vehicle

If the vehicle is:

- Used for unauthorized purposes
- Driven by someone not listed on the insurance certificate
- In an unroadworthy condition

8.5 Natural Disasters & War

Losses due to:

- Floods, storms, earthquakes, volcanic eruptions
- War, invasion, rebellion, or civil unrest
- Losses from strikes, riots, civil commotion, or terrorist acts
- You must prove the loss was not related to these events

8.6 Alcohol or Drugs

Accidents caused while the driver is under the influence of alcohol or banned substances.

8.7 Sanctions

No cover if the insured or beneficiary is from a sanctioned country or is restricted by law from receiving economic benefits.

8.8 Emerging Risks

Not covered:

- **Electromagnetic Fields** – Claims from radiation or interference
- **Genetically Modified Organisms (GMOs)** – Claims involving genetically altered organisms
- **TSE Diseases** – Includes BSE (Mad Cow Disease) and related conditions
- **Toxic Mold & Moisture Damage** – Includes mold, fungi, rot, and water-related deterioration

8.9 Nuclear Risks

No cover for damage related to nuclear plants, fuel, or waste, except in specific pre-storage or transit cases.

8.10 Political Risks

No cover for damage due to government seizure, expropriation, or destruction by authorities.

Vehicle-Specific Exclusions

8.11 Overturning Without Impact

No cover if the vehicle overturns without an external accident (e.g., during unloading).

8.12 Modified Steering

No cover if the steering system has been altered.

8.13 Construction of Vehicles

No cover for damage within work site premises.

8.14 Tool of Trade Use

No cover for damage while the vehicle is used as a tool (e.g., cranes, tippers), except for fire, theft, or explosion.

8.15 Third-Party Tool Use

No third-party liability cover while the vehicle is used as a tool, except as required by law.

8.16 Overloading

No cover for damage due to overloading or strain.

8.17 Cyber Attack Exclusion

This insurance does **NOT** cover any loss, damage, liability, or expense that is directly or indirectly caused by or linked to:

The use or operation of:

- Computers or computer systems
- Software programs
- Malicious code or computer viruses
- Electronic processes or systems when used as a means to inflict harm

8.18 Software Malfunction Exclusion

This insurance does **NOT** cover any loss, damage, liability, or expense that is directly or indirectly caused by:

Software glitches, errors, failures, or malfunctioning of:

- Programs installed in the vehicle's computer systems
- Systems that assist driving or safety functions
- Any other electronic systems in the vehicle

9. ADDITIONAL COVERS (APPLICABLE ONLY IF INCLUDED IN YOUR POLICY SCHEDULE)

9.1 Compulsory Excess

A mandatory amount (listed in your schedule) that you must pay for each claim. The insurer pays the balance.

9.2 Special Airbag Extension

Covers the replacement of airbags if they deploy due to excessive strain while trying to avoid an accident. Requires an additional premium.

9.3 Natural Perils Cover

With an extra premium, you're covered for damage caused by:

- Floods, storms, cyclones, earthquakes, tsunamis, hurricanes, volcanic eruptions, and more
- As officially declared by Sri Lanka's Meteorological or Geological authorities

Not covered under this extension:

- Consequential losses
- Hail damage
- Landslides or sea erosion (unless caused by a covered peril)

Note: If another policy already covers the same loss, this cover only applies to the excess amount beyond what the other policy pays.

9.4 Hire Purchase / Lease Assignment / Institutional Loan

If your vehicle is under a hire purchase or lease or loan, and it's declared a total loss, the insurer will pay the compensation directly to the financing institution listed in your policy.

9.5 Personal Accident Benefits

With an extra premium, you're covered for accidental injuries or death while entering, exiting, or traveling in the insured vehicle.

Covered persons:

- Passengers (not employees)
- Insured, spouse, or named people
- Paid drivers

Conditions:

- Age limit: 16 to 70 years
- No cover for injuries due to suicide, self-harm, or intoxication
- Compensation is paid only with the insured's approval according to the scale provided in the wording

9.6 Passenger Risk (Commercial Vehicles Only)

With an extra premium, this covers legal liability for injury or death of passengers in commercial vehicles.

Important:

Cover is limited to the seating capacity stated in the registration certificate. Includes the driver and conductor/attendant.

9.7 Third Party Property Damage

Covers legal liability for damage to other people's property caused by your vehicle. The coverage limit is stated in your policy schedule.

9.8 Learner Driver Rider

Covers your vehicle while a learner driver is driving, provided all legal requirements are met. You must pay the first **LKR 7,500** of any claim during such use.

9.9 Inclusion of Excluded Items

Covers damage to lamps, tyres, mudguards, bumpers, and paintwork. Subject to an excess of **LKR 1,000** per claim.

9.10 Hire Vehicles (Hirer Driving)

Covers your vehicle while it's hired out, provided:

- The hirer signs a contract and meets insurance criteria.
- Excludes theft or misuse by the hirer and use for paid transport.

9.11 Hire / Rent (Re-rent)

Extends cover to secondary hirers (re-rentals), under similar conditions as above. Excludes theft or misuse and paid transport.

9.12 Driving Tuition

Covers your vehicle while used for driving lessons, following legal requirements. You must pay the first **LKR 2,500** of any claim.

9.13 Theft of Parts Extension

Covers theft of accessories or parts even if the vehicle itself isn't stolen. Subject to an excess of **LKR 2,000** per claim.

9.14 Towing Charges

Increases the towing cost limit under Section 1 to the amount stated in your schedule.

9.15 Windscreen/Windows

Covers glass breakage (windscreen or windows) without affecting your No Claim Bonus.

- Includes scratched bodywork and applies regardless of cause.
- Coverage is up to the sum insured stated in your schedule.

9.16 Workmen's Compensation for Paid Drivers

Covers your paid driver for injuries sustained while working, as per the Workmen's Compensation Ordinance.

- Covers legal costs with insurer's consent
- Not affected by No Claim Bonus
- Refundable if the policy is cancelled

9.17 Goods in Transit (Hazardous / Non-Hazardous)

Covers non-hazardous goods damaged during transport due to collision or overturning.

- Excludes fire, explosion, and certain fragile or high-value items

- If goods exceed the insured value, you bear the difference
- Excludes fire, explosion, strikes, riots, and specific items like petroleum, cotton, explosives
- No cover for electrical/mechanical breakdown unless caused by a covered peril

9.18 Omni Buses with Route Permits

Covers passenger injury or death in route-permitted buses.

- Limited to the seating capacity stated in the registration
- Includes driver and conductor
- Subject to a **LKR 2,000** excess per claim

9.19 Funeral Expenses Benefit

Pays **LKR 25,000** (or amount in schedule) to the nominee if the insured dies in an accident involving the insured vehicle.

9.20 Tipping & Tool of Trade

Covers commercial vehicles used for tipping, loading/unloading, or as a tool of trade. Includes overturning risk. Subject to a **LKR 5,000** or 5% excess, whichever is higher.

9.21 Lease Payments

If your leased vehicle is under repair for over 30 days, the insurer may pay up to two installments or **LKR 100,000**, whichever is less.

Not covered if:

- Vehicle is stolen or declared a total loss
- Spare parts are unavailable
- Vehicle is over 10 years old
- Repairs are done on a cash-in-lieu basis

9.22 SRCC Endorsement (Strike, Riot, Civil Commotion)

Covers damage caused by:

- Public disturbances, strikes, or lockouts
- Actions by authorities to control such events

Does not cover:

- War, rebellion, terrorism, or military actions
- Nuclear, chemical, biological, or cyber-related damage

> This cover is provided by the National Insurance Trust Fund, and the burden of proof lies with the insured.

9.23 Terrorism Endorsement

Covers direct damage to your insured vehicle caused by acts of terrorism, including violence or threats for political, religious, or ideological reasons.

Not covered:

- Consequential losses (e.g., business interruption)
- Work stoppages or process delays
- Government confiscation or requisition

9.24 Maximum Payout

Limited to the amount stated in your schedule or the sum insured, whichever is less.

Exclusions:

- Nuclear, chemical, biological, or electromagnetic weapons
- Cyber-attacks (unless related to weapon systems)

> This cover is provided by the National Insurance Trust Fund, and the burden of proof lies with the insured.

9.25 Premium Payment Warranty

Full premiums must be paid within **60 days** of policy start. Failure to pay may result in claim denial or automatic policy cancellation.

10. MOTOR CLAIMS HANDLING – QUICK GUIDE

10.1 Report the Accident Immediately

Call the 24/7 hotline: **011 7 454 454**

10.2 Assessment of Damage

- An assessor will inspect your vehicle and give you a claim form.
- Submit the completed form and driver's license to the assessor, nearest branch, or via WhatsApp: **077-2474778**

10.3 Digital Claim Option

If the assessor doesn't arrive within 30 minutes, you'll receive a link to upload accident photos and details.

10.4 Police Report

- Report the accident to the nearest police station.
- A certified copy may be required depending on the situation.

10.5 Claim Settlement Options

- Minor claims may be settled quickly (Fast Track).
- For repairs, submit an estimate and spare parts quotation.
- Cash-in-lieu option available with your agreement.

10.6 Claim Settlement Timeline

Claims are settled within **14 days** after all documents are received and verified.

10.7 Documents Needed for Final Settlement

- Final repair bill
- Receipts for replaced parts
- After-repair inspection (if applicable)
- Bank details for payment

10.8 Third Party & Total Loss Claims

Specific guidance will be provided based on the situation.

10.9 Need Help?

CLAIM INQUIRY **071-4978978**	WHATSAPP (DOCUMENTS ONLY) **077-2474778**
REPAIR APPROVALS **MC.ApprovalsUnit@orientinsurance.lk**	PAYMENTS **MC.PaymentsUnit@orientinsurance.lk**

11. COMPLAINTS & FEEDBACK

If you're not satisfied with our service, you can:

VISIT **Any branch or outlet**	CALL OUR CUSTOMER RELATIONSHIP OFFICER **011 20 30 311**
SUBMIT ONLINE **www.orientinsurance.lk**	EMAIL **tellus@orientinsurance.lk**
WRITE TO **Vice President – MD's Office and Administration, Orient Insurance Ltd, JFI Tower 3, 10th Floor, No. 75 Piyadasa Sirisena Mawatha, Colombo 10.**	

What happens next?

- You'll receive an acknowledgment and reference number within **3 working days**.
- Complaints are resolved within **14 days**.
- Appeals are reviewed within **14 working days**.

Further details, please refer to the **Policy Holders Complaint Handling Procedure**:
https://orientinsurance.lk/customer-complaints/

12. DISPUTE RESOLUTION

If you're still not satisfied:

Step 1 – Appeal to the Compliance Officer

EMAIL **tellus@orientinsurance.lk**	TELEPHONE **+94 112 020 429**

Step 2 – Further escalation

INSURANCE REGULATORY COMMISSION OF SRI LANKA (IRCSL) **World Trade Centre, Colombo 01** **+94 112 396 184-9 / 335 167** **investigation@ircsl.gov.lk** **infor@ircsl.gov.lk**	INSURANCE OMBUDSMAN **143A Vajira Road, Colombo 05** **+94 112 505 542 / 041** **www.insuranceombudsman.lk**

Step 3 – Final option

Arbitration or legal proceedings under Sri Lankan law.

13. OTHER IMPORTANT INFORMATION

- Make sure you signed the duly filled proposal form prior to obtaining the insurance cover.
- Your ID number or Passport number and contact information need to be correctly updated with the company for future correspondence.
- Vehicle usage should be correctly updated in the proposal form.
- Make sure your vehicle reflects its market value as a sum insured during the policy period.
- All material changes (changes of usage, modification to vehicle, change of use, etc.) should be informed to the company immediately.
- Your insurance cannot be transferred to the new owner; therefore, refrain from handing over the insurance certificate/card to the new owner.

The IPID is intended to provide a summary of the main cover and key features of the policy and is not personalized to your specific individual needs. Complete pre-contractual and contractual terms on the full and personalized information, and exclusions of the product are provided in your policy document. In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.

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Orient Insurance LTD is Licensed by the Insurance Regulatory Commission of Sri Lanka (IRCSL)