

TRAVEL COMPANION

OVERSEAS TRAVEL INSURANCE POLICY

Allianz Insurance Lanka Limited

IMPORTANT

Please make sure you read and fully understand this document before you travel from Sri Lanka.

Please read carefully the full details of the procedure for obtaining assistance and claims.

Failure to follow the instruction given could result in rejection of the claim.

Whereas the Insured has made to Allianz Insurance Lanka Ltd. (hereinafter called the “Company”), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible and subject always to the Sum Insured against such loss as is herein provided.

A. OPERATIVE PARTS

1. Section A: Overseas Emergency Accident and Sickness Medical Expenses, Evacuation And Repatriation

1.1 The medical and related expenses incurred by the Insured for medical treatment outside Sri Lanka. The expenses covered would include physician services, hospital and medical services and local emergency medical transportation.

1.1.1 Dental services for immediate relief of dental pain in respect of filling and extraction are only covered up to USD. 500. However dental care rendered necessarily as a result of a covered accident shall be subject to the limit of cover as stated in the policy.

1.1.2 Medical Evacuation to a hospital in Sri Lanka required as a result of Accidental Bodily Injury and/or Sickness and/or Disease occurring or having first manifested itself during an Insured Journey. The Medical Evacuation will have to be pre-approved by the Claims Administrator of the Insurance Company.

1.1.3 In case of Medical Evacuation to hospital in Sri Lanka as per 1.1.2 above and if approved by the Claims Administrator, and subject to the Section A Sum Insured remaining (if any), the Company will also indemnify the Insured in respect of the Medical Expenses incurred by him within Sri Lanka to continue medical treatment commenced by the Insured outside of Sri Lanka, as a result of the Insured first having sustained accidental bodily injury and/or sickness and/or disease during the course of the Insured’s journey. The Company’s liability to make payment hereunder shall be limited to a period of 60 days from and including the date upon which the aforesaid Accidental Bodily Injury and/or Sickness and/or Disease occurring or first manifested itself, and to Medical Expenses at the usual and customary level.

1.1.4 The Company shall be under no liability to make payment of any Medical Expenses incurred beyond the expiry of the policy period, same as provided for under section 1.1.3

1.1.5 The cost of repatriating the Insured's mortal remains to Sri Lanka, or up to an equivalent amount for the burial or cremation of the Insured in the country where the death occurred in the event of the Insured's death outside of Sri Lanka as a result of Accidental Bodily Injury and/or Sickness and/or Disease occurred or having first manifested itself during an Insured Journey. These expenses should be pre-approved by the Claims Administrator prior to the remains are being prepared for transportation to Sri Lanka or for local burial or cremation.

1.1.6 The Deductible applicable as per the selected plan would be applicable in respect of each and every Claim made under the policy and the Company's liability would be restricted to the Section A Sum Insured as per the selected plan during the policy period.

Exclusions Applicable for section A

1.2 The Company shall be under no liability to make payment in respect of any routine, physical or other examination where there is no objective indication of impairment or normal health, and for medical treatment obtained within Sri Lanka same as provided for under section 1.1.3

1.3 The Company shall be under no liability to make payment of any medical expenses incurred beyond the expiry of the policy period.

1.4 The Company shall be under no liability to make payment hereunder in respect of any claim directly or indirectly caused by/ based on/ arising out of or howsoever attributable to any of the following :

1.4.1 Where the Insured is

1.4.1.1 Travelling against the advice of the physician; or

1.4.1.2 Receiving or on a waiting list for specified medical treatment declared by the Insured in his proposal; or otherwise or

1.4.1.3 Travelling for the purpose of obtaining treatment; or

1.4.1.4 In respect of a terminal prognosis for a medical condition.

1.4.2 Suicide, attempted suicides or wilful or self-inflicted injury or illness, mental disorder, anxiety, stress or depression, venereal disease, alcoholism, drunkenness or the abuse of drugs.

1.4.3 Any injury, illness, death, loss or expense or other liability attributable to HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variation thereof however caused

1.4.4 Pregnancy, childbirth, miscarriage, abortion or complications arising out of any of the foregoing.

1.4.5 The cost of dentures, dental appliances, false limbs, hearing aids, contact or corneal lenses or spectacles (prescribed or otherwise)

1.4.6 Treatment for any illness/sickness which was pre-existing prior to purchase of this policy.

1.4.7 Any sickness and/or ailment due to pre-existing condition and/or exaggerated due to a pre-existing condition.

1.4.8 For any costs incurred in connection with rest cures or recuperation at spa or health resort, sanatorium, convalescence home or other similar institutions

1.4.9 Ayurvedic Treatment.

1.4.10 Treatment of any congenital anomalies/defects.

1.4.11 Professional fees charged by a member of the immediate family of the Insured

1.4.12 The additional cost of single or private room at a hospital, clinic or nursing home except when the medical practitioner considers it necessary and approved by the Claims Administrator.

1.5 For the deductible mentioned in the Schedule

1.6 All Exclusions Applicable for Section B

2 Section B: Personal Accident

2.1 The Company will pay the Section B Sum Assured specified in the selected plan or a percentage of it , in the event of the Insured sustains Accidental Bodily Injury result in one of the following losses shown in the Table of losses given below.

Course of Loss	% of sum insured Offer
Loss of Life	100%
Loss of Both hands or both feet	100%
Loss of one hand and one foot	100%
Loss of Either hand or foot and sight of an eye	100%
Loss of Speech and hearing in both ears	100%
Loss of Either hand or foot	50%
Loss of Sight of one eye	50%
Loss of Speech	50%
Loss of Hearing in both ears	50%
Thumb and index finger of same hand	25%

Furthermore, in the event of following status of paralysis, compensation will be paid as follows.

Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%
Uniplegia	25%

2.2 Provided always that the policy will not pay under more than of the foregoing sub clause in respect of the same Accident and in excess of the amount stated in the selected plan.

2.3 The Company will be liable to pay 50% of the Sum Insured stated in the selected plan in respect of the death of the insured person if the Insured person's age is under 16 years; to be calculated at the time of affecting this insurance.

2.4 Disappearance - The company will pay the benefit for loss of life whilst on trip, if insured person's body can not be located within 365 days after the forced landing, stranding, sinking or wrecking of a conveyance in which insured person was a passenger or as a result of any Acts of Gods, in which case it shall be deemed, subject to all other terms and provisions of the policy, that insured person shall have suffered loss of life within the meaning of the policy. However, the burden of proving the insured's loss of life beyond reasonable doubt will solely be upon the legal personal representative of the insured.

Exclusions Applicable for section B

2.4 The Company shall be under no liability to make payment of any Accidental Death or Bodily Injury beyond the expiry of the policy period.

2.5 The Company shall be under no liability to make payment hereunder in respect of any Claim directly or indirectly caused by, based on, arising out of or how so ever attributable to any of the following.2.5.1 Amateur sports involving physical contact and other sport activities in sports and leisure. In any event there shall be no cover under this insurance for sky jumping, flying, acrobatics, stunting, mountaineering, randonee, bungee jumping, rock climbing or mountaineering normally requiring the use of ropes and guides, caving or potholing, rafting or canoeing involving white water rapids in excess of grade 6, parachuting, paragliding, , motor sports or competitions, hunting or equestrian competitions, yachting or boating outside costal water (12 miles), scuba diving at a depth of more than 30 meters, professional sports, riding or driving in races or allies.

2.5.2 Loss arising from accidents as a driver on motorised vehicle unless at the time of the accident the Insured is possession of a current full international driving license and while riding a two wheeler is wearing a safety crash helmet.

2.5.3 Aviation other than solely as a fare paying passenger and duly certified multi engine passenger carrying aircraft flown in the course of licensed operations for the transportation of passengers by property licensed crew.

2.5.4 Losses arising directly or indirectly from manual work (not including bar work, waitressing, fruit picking and other similar light casual work not requiring the use of machinery or power tools) or hazardous occupation, self-exposure to needless perils (except an attempt to save a human life), or if engaging in any criminal or illegal act.

2.6 All exclusions applicable for Section A.

3 Section C: Loss of Common Carrier Checked In Baggage

3.1 The Company will pay the Insured up to the Section C Sum Insured specified in the selected plan in respect of complete and permanent loss of the Insured's checked in Baggage outside the geographical limits of Sri Lanka.

Special conditions applicable for section C

3.2 In the event of any loss to the Insured's property whilst in the custody of an Airline or other carrier the Insured has to notify the Airline or the carrier upon discovery of the loss and obtained a property irregularly report/official letter from the Airline which the Insured has to submit to the Claims Administrator.

3.3 The Company's liability to make payment shall not arise until liability is admitted by the Airline. If any compensation paid or payable by the Airline, Company's liability is only to indemnify the excess amount if any.

3.4 In case of the same baggage being covered under any other insurance, the policy will contribute its ratable proportion.

3.5 Loss of Checked in Baggage during the trip will be covered only subject to proof of ownership of the lost baggage.

3.6 The Company reserves the right to replace or pay the intrinsic value of any lost article maximum up to the amount stated in the selected plan.

Exclusions applicable for Section C

3.7 The Company shall be under no liability to make payments for:

3.7.1 Loss to the Insured's personal or checked in baggage as a result of the confiscation or detention by customs, police or any other authority.

3.7.2 Loss caused by the Insured's failure to make reasonable steps to safe guard against the loss of the baggage.

3.7.3 Any loss to stamps, money ,all kind of securities , tickets, documents, contact/corneal lenses, spectacles dentures, hearing aids, fragile articles or business goods and samples.

3.7.4 Animals, birds or fish

3.7.5 Perishables and consumables

3.7.6 Any jewellery, gemstones

3.7.7 Valuables and electronic equipment

Section D: Delay of Common Carrier Checked in Baggage

4.1 The Company will reimburse the insured up to the Section D Sum Insured specified in the selected plan in respect of the insured's emergency purchases of toiletries, medication and clothing to replace those contained in checked baggage, the arrival of which is delayed by more than 12 hours beyond the time of the Insured's arrival at the intended destination outside of Sri Lanka.

Special Conditions applicable for section D

4.2 It is a condition precedent to the Company's liability hereunder that upon discovering the delay in arrival of the checked baggage the insured shall obtain written non delivery confirmation from the Airline along with period of delay, which must be submitted to the Claims Administrator in the event of a Claim

4.3 The Company's liability to make payment shall not arise until liability is admitted by the Airline. If any compensation paid or payable by the Airline, Company's liability is only to indemnify the excess amount if any.

4.4 The Claim payment is subject to the submission of the original purchase receipts and evidence to prove the period of delay.

5 Section E: Loss of passport

5.1 In the event of the Insured's loss of his passport, the Company will pay the Insured the Section E Sum Insured specified in the selected plan towards expenses necessary incurred by the Insured in obtaining a duplicate or fresh passport outside the geographical limits of Sri Lanka.

5.2 The Company shall be under no liability to make payment for

- a) loss of insured's passport as a result of the confiscation or detention by customs, police or any other authority.
- b) loss which is not reported to the appropriate police authority within 24 hours of the discovery of the loss, in respect of which an official report has to be obtained and submitted to the Claims Administrator.
- c) failure to take reasonable steps to safeguard the loss of passport.
- d) any loss of passport whilst left unattended at any time.

6 Section F: Personal Liability

6.1 The Company will indemnify the insured up to the Section F Sum Insured (less the deductible) specified in the selected plan against any legal liability incurred by the Insured in his private capacity to pay damages for third party civil claims arising out of accidental bodily injury or accidental property damage occurring during insured journey.

6.2 No deductible shall be applicable in respect of the legal liability incurred by the Insured in his private capacity to pay damages for third party Accidental Bodily Injury.

Special conditions applicable for section F

6.3 The Company's liability to indemnify the Insured under this section shall be to the expenses finally determined by a foreign court of law or otherwise as consented to in advance by the Company. In the event that legal action is taken against the Insured within Sri Lanka, it is a condition precedent to the Company liability hereunder that the Insured shall:

6.3.1 Give immediate written notice to the Company to the address specified in the schedule, and

6.3.2 Not incur any defence costs or expenses, admit liability for or settle or attempt to settle, make any admission or offer any payment or otherwise assume any contractual obligation with respect to any claim or claimant without the prior written consent of the Company, which shall be entitled (but in no case obligated) at any time to take over and conduct in the name of the Insured the defence and/or settlement of any action or Claim and shall be entitled at all times to receive the Insured's cooperation and assistance and to appoint lawyers on the Insured's behalf. Any and all costs and expenses incurred by the Company or the lawyer appointed by the Company shall be a first charge on the Sum Insured hereunder

6.4 The Company shall not settle any Claims without the express consent of the Insured, but if the Insured refuses an available settlement recommended by The Company then The Company's liability shall thereafter be restricted to the amount by which the Claim could have been settled.

Exclusions applicable for section F

6.5 The Company shall not be under any liability to make payment for claims arising out of;

6.5.1 the Insured's liability to any employee (whether under a contract of or for service)

6.5.2 bodily Injury to and/or damage to property belonging to the Insured's family, any co-worker of the Insured, and any travelling companion of the Insured;

6.6 any liability for bodily injury and/or property damage arising directly or indirectly from or due to:

6.6.1 livestock belonging to the Insured or in the Insured's care, custody or occupation

6.6.2 any wilful, malicious, criminal or unlawful act, error, or omission;

6.6.3 the pursuit of any trade, business or profession, employment or occupation;

6.6.4 parachuting, hang gliding, hot air ballooning or the use of firearms or any other dangerous or hazardous activity;

6.6.5 the ownership, possession or use of vehicle, aircraft, or watercraft;

6.6.6 the use or misuse of any alcohol, hallucinogenic substance, drugs (except those used medically prescribed), or drug addiction;

6.6.7 the supply of goods or services;

6.6.8 any claim resulting from transmission of an illness or disease by Insured

6.6.9 any form of ownership or occupation of land or building (other than occupation only of any temporary residence)

6.6.10 liability arising out of sexual molestation, corporal punishment or physical or mental abuse.

6.6.11 liability arising out of the use, sale, manufacture, delivery, transfer or possession of a controlled substance or contraband as defined by any appropriate authority.

6.6.12 bodily injury to any person eligible to receive any benefit voluntarily provided or required to be provided by insured person under any workman compensation law, non occupational disability law or occupational disease law or any other similar law.

7 Section G: Hijack cover

7.1 For each 24 hour period the Insured is detained by hijackers following hijacking of any air craft in which the insured is travelling, the Company will pay the sum specified in the selected plan.

8. Section H: Trip Delay

8.1 If the air craft on which the Insured is booked to travel is delayed beyond 12 hours than the original scheduled departure time, the Company will pay the sum mentioned in the selected plan for every 12 hours delay excess of 12 hours, subject to the maximum amount mentioned in the selected plan. However, the Company will not pay,

8.1.1 for any departure which is delayed as a result of the Insured or any other person who have arranged to travel with failing to check-in correctly as required by the Airline.

8.1.2 for any delayed departure caused by strike or industrial action known to exist or was anticipated at the time the trip was booked.

8.1.3 If the aircraft is taken out of service on the instructions of the Civil aviation authority or similar autho

9. Section I: Golfer's hole in one

9.1 Company shall reimburse expenses incurred in celebration of achieving a hole-in-one by the insured during the trip, anywhere in the world excluding Sri Lanka in a United States Golfer's Association (USGA) recognised golf course subject to maximum limit in the selected plan.

10. Section J: Missed Departure/Connection

10.1 Company will pay up to the amount stated in the schedule of the selected plan for reasonable additional travel and accommodation expenses necessary to reach your booked holiday destination should the Insured arrive at his/her international departure point too late to commence his/her journey (or if any intermediate connecting point) as a result of failure of public transport services due to strike, industrial action, adverse weather conditions, traffic flow congestion or mechanical breakdown of the vehicle in which you were travelling to reach your international departure point (or if any intermediate connecting point).The Company reimburse expenses incurred for travel and accommodation up to the maximum amount stated in the selected plan.

11. Section K: Home Safety

Company will pay up to the amount stated in the schedule of the selected plan for the loss or damage to your household contents caused by burglary (forcible, violent and external means only) when the Insured's principal residence in Sri Lanka is left vacant whilst he/she is overseas up to a maximum of 1 month.

The company at its option will reinstate, repair or make payment to indemnify the insured against such loss or damage.

Special conditions applicable for section K

11.1 The Insured shall take all reasonable precautions for the safety of the Property including securing all doors and windows and other means of entry, and otherwise.

11.2 If at the time of any loss or damage there be any other insurance effected by or on behalf of the Insured covering any of the Property the liability of the Company hereunder shall be limited to its rateable proportion of such loss or damage.

11.3 Upon the discovery of any loss or damage to the Property;

11.3:1 The insured must give notice to the police and render upon discovery, all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the property.

11.3:2 Give immediate notice thereof to the Company and give written notification within seven days, along with all such detailed proof and particulars as may be reasonably required.

12. Section L: Trip cancellation

The company will pay for the loss of deposits up to the amount stated in the schedule of the selected plan, if prior to the contracted departure date, the insured trip is cancelled and the insured is prevented from taking the trip due to a sickness, injury or death to the insured's travelling companion, insured's immediate family member or travel companion's immediate family member.

The company will reimburse the insured for the unused, non refundable cancellation portion of the hotel cost and/or common carrier ticket charges provided that the insured booked and paid for these cost before such sickness, injury or death occurred.

Insured must notify the company immediately in the event of a trip cancellation. The company will not be liable for any additional charges incurred, if any, resulting from the non notification of the cancellation immediately.

13. Section M: Trip curtailment

The company will reimburse the insured person up to the amount stated in the schedule of the selected plan, the non refundable unused portion of travel or accommodation costs or additional accommodation and/or travel expenses (excluding telephone cost, meals and beverages) paid by the insured following necessary curtailment of the insured journey and if the insured person has to directly return to Sri Lanka from overseas due to,

- a. the aircraft on which insured person is on board as a passenger is hijacked.
- b. unexpected death of insured's immediate family member.
- c. natural disaster which has prevented the insured from continuing with the scheduled trip.
- d. unexpected strike, riot or civil commotion which are beyond the insured's control.
- e. unexpected death, serious injury or sickness of the insured person.

If the Insured has obtained STUDENT COMPAININON PLAN, the cover is subject to;

14. Section N: Tuition fee coverage

In the event of the Insured unable to continue the school semester due to any of the following reason arising during the Policy period, the Company shall reimburse the tuition fee paid in advance for the current semester, subject to maximum limit shown in the schedule of the selected scheme:

1. Serious medical condition of the Insured requiring hospitalization covered under the policy.
2. Death or serious injury requiring hospitalization of either of the parents of the insured.

This coverage is also subject to the exclusions of Personal Accident and Medical Expenses section of the policy.

Documents required for admission of a claim

- Duly filled claim form
- Copy of the receipt of payment of advance tuitions fee

- Letter informing the school regarding the liability of the student to continue the semester duly acknowledged by the school.

In the event of the sponsor named in the schedule meets with an Accident during the policy period, which resulting in his death or permanent total disability during the policy period, the Company shall reimburse the remaining school fee subject to maximum the limit shown in the schedule of the selected scheme. This coverage is also subject to the exclusions under the Personal Accident section of the policy.

15. **Section O: Accident to sponsor coverage**

In the event of the sponsor named in the schedule meets with an accident during the policy period, which resulting in his death or permanent total disability during the policy period, the company shall reimburse the remaining school fee subject to maximum the limit shown in the schedule of the selected scheme. The coverage is also subject to the exclusion under the personal accident section of the policy.

16 **Section P: Family visit coverage**

In the event of the Insured become hospitalization as a result of an Accidental injury or sickness covered under the policy and the attending physician in writing advise the necessary attendance of a Family Member of the Insured, the Company will reimburse the actual cost of economy class transportation by the most direct route via a common carrier subject to the maximum Sum Insured. For this propose, Family Members shall mean spouse, Parent, sibling and in lows of the insured.

B. DEFINITIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

17. **"Insured"** means the person named in the Schedule.

18. **"Claims Administrator"** means the person or organisation named in the Schedule.

19. **"Medical Advisors"** means the medical practitioner appointed by the Claims Administrator.

20. **"Physician"** means a qualified medical practitioner holding a valid license (issued by the appropriate authority in the juris diction within which he operates) and acting within the scope of such license. **"Physician"** shall not include any member of the Insured's family.

21. **"Medical Expenses"** means medical expenses (including those for medicines, Physicians, hospitals, ambulances, medical procedures and services) that in the written opinion of the *Claims Administrator* and the treating Physician, expressed at the time of examination or treatment of the Insured, are medically necessary in order to maintain life and/or relieve immediate pain or distress caused by Sickness and/or Disease and/or Accidental Bodily Injury first manifested and/or sustained during the Policy Period.

22. **"Loss of Eye"** means the total and irrecoverable loss of sight from either or both eyes.

23. **"Loss of Limb"** means the loss of one or both hands or one or both feet by permanent physical severance at or above the wrist or ankle, and includes the total and permanent loss of use of either or both hands or either or both feet.

24. **“Permanent Total Disablement”** (PTD) means disablement which entirely prevents you from engaging in or attending to any occupation whatsoever for at least 6 months after the date of accident causing the disablement and at the expiry of that period being beyond hope of improvement.

25. **“Checked In Baggage”** means the baggage offered by the Insured and accepted by an Airline for international transportation in the same aircraft as the Insured and for which the airline has provided a baggage receipt, and the contents of the baggage checked in by the Insured so long as such contents do not violate any Airline policy or rule restricting the nature of items that may be carried on board its aircraft.

26. **“Personal Baggage”** means your suitcases and similar containers, their contents and articles carried or worn by you including your valuables (as defined below), stamps, documents, contact or corneal lenses, dentures, hearing aids, spectacles, fragile articles *or business goods and samples*

27. **“Valuables”** means *photographic, audio, video, computer*, telecommunications and electrical equipment, telescopes, binoculars, spectacles, antiques, watches, jewellery, furs and articles made of precious stones and metals which the insured has proof of the values and ownership.

28. **“Intrinsic Value”** means *the actual cash value of the item at the time of loss or damage including appropriate deductions for wear and tear.* 29. **“Personal money”** means Sri Lankan Bank notes and coins, foreign currency, travellers cheques, cheques, postal and money orders, travel tickets, petrol coupons and credit vouchers being carried by you or whilst in a locked safe or safety deposit box.

30. **“Policy Period”** means the period between the commencement date specified in the Schedule, being the date upon which the Insured first boards the mode of transportation by which it is intended that he shall finally leave Sri Lanka for the Insured Journey or the actual date upon which the Insured boards as aforesaid so long as that is within 14 days of the commencement date as specified in the Schedule, and the expiry date specified in the Schedule (provided that this Policy shall automatically be extended for a period of 7 days if the completion of the Insured Journey is delayed solely because of a failure of public transportation or other services upon which the Insured was reliant) or the date upon which the Insured returns to Sri Lanka, whichever is earlier.

31. **“Accident”** and **“Accidental”** means a fortuitous event or circumstance that is sudden, unexpected and unintentional.

32. **“Family”** means the Insured’s spouse and children.

33. **“Bodily Injury”** means any Accidental physical bodily harm evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury but does not include any Sickness or Disease.

34. **“Usual and Customary Level”** means medical charges that:

34.1 do not exceed the usual levy of charges for similar treatment or allied services, in the locality where such treatment or allied services have been obtained; and

34.2 do not include charges that would not have been made if no insurance existed.

35. **“Policy”** means the *proposal*, the *Schedule*, the *Policy* documents and any endorsements attaching to or forming part hereof either on the commencement date or during the Policy Period.

36. **"Sickness"** means a condition or an ailment affecting the general soundness and health of the Insured's body that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.

37. **"Disease"** means an affliction of the bodily organs having a defined and recognised pattern of symptoms that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.

38. **"Deductible"** means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy. The Company's liability to make any payment under the Policy is in excess of the Deductible.

39. **"Theft"** means the dishonest misappropriation by any person of the Insured's property with the intention to permanently deprive the Insured of that property.

40. **"Sum Insured"** means the amount stated in the Schedule against each relevant Section, which shall be the Company's maximum liability under this Policy (regardless of the number of the amount of Claims made) for any one Claim and in the aggregate for all Claims under such Section.

41. **"Claim"** means a Claim under an operative part of this Policy in respect of an insured event that has taken place or is likely to take place. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing and the Deductible shall be applicable to each section independently.

42. **"Airline/Common Carrier"** means a public airline that holds a proper license for the jurisdictions in which it operates and that operates scheduled flights for passengers and cargo.

43. **"Schedule"** means the schedule, and any annexure to it, attached to and forming part of this Policy.

44. **"Insured Journey"** means a single journey during the Policy Period to a destination outside of Sri Lanka, which is undertaken (departure and arrival) during the Policy Period.

45. **"Medical Evacuation"** means the removal of the Insured from abroad to a hospital within Sri Lanka where necessary medical care can be accorded to him, including medical care required en route.

46. **"Property Damage"** means actual physical damage to tangible material property belonging to a third party

47. **"Damages"** means monetary sums payable pursuant to judgements or awards but shall not include fines, penalties, punitive damages, exemplary damages, any non-pecuniary relief, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be deemed to be uninsurable under Sri Lankan Law.

48. **"Pre existing condition"** means any injury, sickness, disease or other physical ,medical, mental or nervous condition, disorder or ailment that, with reasonable medical certainty, existed at the time of obtaining the insurance or existed any time prior to departure, whether or not previously manifested or symptomatic diagnosed treated or disclosed prior to the effective date, including any subsequent chronic or recurring complications or consequence related thereto or arising therefrom.

**C. CONDITIONS APPLICABLE
FOR ALL SECTIONS****49. Notification of Claims**

It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a Claim under any Section of this Policy, the Insured complies with the provisions set out below:

49.1 In respect of any Claim under Sections A and/or B, the Insured or, if deceased, his legal or other representative, shall immediately notify the Claims Administrator and provide him with the name of the Physician, the name and telephone number of the hospital at which treatment is being obtained, and the fact or matter giving rise to the need for medical treatment, and any other documentation or information that might be required or requested by the Claims Administrator. **No claim will be entertained for any Hospitalization under Sections A and/or B, if a notification has not made to the SOS International whilst as an inpatient in a hospital excluding any Ayurveda Treatment.**

49.2 For all other Claims, the Insured shall immediately, and in any event not later than 14 days after his return to Sri Lanka, notify the Claims Administrator and obtain a Claim Form for completion and return to the Claims Administrator along with supporting invoices and any other documentation or information that might be required or requested by the Claims Administrator.

49.3 The Insured shall not admit any liability or make any offer or promise of payment without the prior written consent of the Company.

50. Reasonable care

The Insured shall take all reasonable and proper steps to safeguard and protect himself and his possessions against any fact, matter, circumstance or cause that might result in a Claim under this Policy, and shall not do or cause to be done anything that might enhance the likelihood of a Claim under this Policy (except in an attempt to save human life).

51. Transfer of Interest

This Policy of Insurance is a Contract between the Company and the Insured Person. The Insured Person shall not transfer, assign, alienate or in any way pass the benefits and/or liabilities to any other person, Institution, Hospital, Company or Body Corporate without specific prior approval in writing by a duly authorised officer of the Company. However, if the Insured Person(s) is permanently incapacitated or deceased, the legal heirs of the Insured may represent him in respect of Claim under the Policy.

52. Assessment of Claim & Payment

52.1 No sum payable under this policy shall carry interest.

52.2 The Company shall be under no liability to make payment in respect of any Claim until such time as the Insured has provided it and/or the Claims Administrator with whatever documentation and/or information may be requested and established the quantum of any amount claimed to the Company's satisfaction.

52.3 The obligation of the Company to make payments to the Insured in respect of Claims made after the Insured's return to Sri Lanka shall be to make payment in Sri Lankan Rupees only.

52.4 Specifically in respect of a Claim under Sections A and/or B:

The Company's liability to make payment is in respect of those charges approved by the Claims Administrator prior to being incurred.

If requested by the Claims Administrator and/or the Company, the Insured shall (at his own expense) furnish all certificates, information, proofs or other evidence in support of the Claim, present himself for medical examination by a Medical Advisor as considered necessary by the Claims Administrator and/or the Company, and the Insured agrees that the Claims Administrator and/or the Company may approach anyone who may have treated the Insured for information and/or documentation in respect of the Claim.

In the event of the Insured's death, the Company shall have the right to carry out a post mortem at its own expense.

Where the Insured is incapacitated or otherwise unable to give a valid release for the Claim, the Company may make arrangements to pay the Claim to the Insured's legal guardian or legal representative. Any payment made by the Company thereby in good faith shall operate as a complete and effective discharge of the Company's liability in respect of the Claim.

The Company shall not pay Medical Expenses except at the Usual and Customary Level.

52.5 In respect of loss of or damage to any article forming part of a pair or set, the value of the particular part or parts which may be lost or damaged without reference to any special value which such part or parts may have as forming a pair or set, but in any event not exceeding a proportionate part of the Sum Insured in respect of the pair or set.

53. Arbitration

i) In the event of any dispute or difference arising in respect of the amount to be paid on this policy (liability otherwise being admitted) such dispute or difference shall be referred to arbitration by a notice in writing as provided for herein.

ii) The party who seeks to refer such dispute or difference to arbitration (' the first party') shall appoint an arbitrator in the said notice in writing and send to the other party (' the other party') making such reference and request the other party to appoint another arbitrator.

iii) In the event of such dispute or difference arising in respect of any claim as aforesaid has not been referred to arbitration within twelve (12) calendar months from the date of arising such dispute or difference , such dispute or difference shall for all purposes be deemed to have been abandoned and shall not thereafter be contested hereunder.

iv) In the event of other party failing to appoint another arbitrator (the second arbitrator) within thirty (30) days from the date of dispatch of the said notice the arbitrator appointed by the first party shall act as the sole arbitrator and make a final award as if the parties hereto have jointly appointed him to act as such sole arbitrator. If the other party appoints another arbitrator then the two arbitrators shall within twenty(20) days of the appointment of the second arbitrator appoint a chairman as provided for in the section 6(3) of the Arbitration Act No 11 of 1995 of Sri Lanka.

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

- v) The arbitration tribunal shall before the commencement of arbitration set out the procedure to be followed at the hearing but the following steps shall be mandatory before the hearing commences.
 - a) Both parties shall within the time stipulated by the arbitrators or within such further time as may be allowed by the arbitrators file their respective evidence by way of affidavits with supporting documents.
 - b) Thereafter the time may be given by the arbitrators to file affidavits in reply ,with supporting documents.
 - c) Oral evidence shall be confined only to matters which shall be specified by the arbitrators.
- vi) The arbitration proceedings shall be held in Colombo, the language of the proceeding shall be in English and applicable laws shall be the laws of Sri Lanka.
- vii) Only a retired judge of the Supreme Court or Court of Appeal of Sri Lanka or a lawyer with knowledge and expertise in commercial laws of at least 15 years standing qualified to practice in Sri Lanka can be appointed as an arbitrator or chairman .
- viii) The award made at an arbitration held as provided herein shall be final, conclusive and binding on the parties hereto.
- ix) It is hereby mutually agreed that the making of an award upon a reference to arbitration shall be condition precedent to any right of action of either party against the other party in respect of such difference or dispute.

54. Fraud

The entire policy will be void if, whether before or after a loss, the insured person has, related to this insurance,

- a) intentionally or recklessly or otherwise concealed or misrepresented or not disclosed , what the company consider to be any material fact or circumstance ,
- b) engaged in what the company consider to be fraudulent, dishonest or deceitful conduct or
- c) made false statements.

55. Cancellation

This Policy may be cancelled by the Insured after the expiry of 14 days from the effective date, in writing to the Company as long as the Insured is able to establish to the Company's satisfaction that the Insured Journey has not commenced, and this Policy shall stand cancelled if the Insured Journey has not commenced within 14 days of the commencement date shown on the Schedule. Upon cancellation, the Company shall be entitled to deduct cancellation charges according to its Cancellation Scale subject to retain a minimum Premium. In case of any early return of the insured person prior to expiry of the policy period no refund of premium is payable.

56. Notifications & Declarations

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

57. Subrogation

The Insured and any claimant under this Policy, shall at the expense of the company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

58. Governing Law

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with the laws of Sri Lanka. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this policy shall not be waived or changed except by endorsement issued by the Company.

59. Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.

60. Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to the Company's liability under this Policy.

61. Contribution

If, at the time of the happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

**D. GENERAL EXCLUSIONS
APPLICABLE FOR ALL SECTIONS**

The Company shall be under no liability to make payment hereunder in respect of any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

62. The Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

63. War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, civil unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.

64. The loss or destruction or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising, radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

65. Asbestosis or any related Sickness or Disease resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or products thereof.

66. The Insured's actual or attempted engagement in any criminal or other unlawful act.

67. Any kind of consequential losses.

68. In respect of travel by the Insured to any country against whom the Republic of Sri Lanka has imposed general or special travel restrictions, or against whom it may be impose such restrictions, or any country which has imposed or may impose subsequently, such restrictions against travel by a citizen of the Republic of Sri Lanka to such country

69. The insured engaging in air travel unless he flies as a passenger on an Airline. For the purpose of this exclusion, air travel means being in or on, or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.

70. Pandemic and Epidemic diseases are excluded

Following is not an insurance benefit but assistance, provided by the service provided International SOS. The terms and conditions are as below:

71. Emergency Cash advance

This is an assistance Service when the insured person required emergency cash following incidents like theft/burglary of luggage /money or hold up. The assistance company shall co-ordinate with the insured person's relatives to provide emergency cash assistance to the person as per his requirement, up to the limit specified in the policy schedule.

As soon as the need arise insured person calls up AGA (Allianz Global Assistance) on the telephone number **00911244343955**. **AGA shall verify the details of the insured and ascertain the amount of cash required, local contact in Sri Lanka who can provide payment security including delivery charge through credit card or close relatives. SOS organizes cash delivery after obtaining payment security from Insured or his relatives.**

