

TRAVEL INSURANCE POLICY

Whereas the Policyholder 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 Assured 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 Company will indemnify the Insured the usual and customary level up to the Section A Sum Assured (in excess of USD 50 on each and every claim/loss) specified in the Schedule of Benefits in respect of:
 - 1.1.1 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. Dental services for immediate relief of dental pain are covered up to USD. 500 due to Accidents only.
 - 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 Company.
 - 1.1.3 In case of medical evacuation to a 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 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 occurred 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 1.1.5
 - 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 occurred outside of Sri Lanka) as a result of accidental bodily injury and/or sickness and/or disease occurring or having first manifested itself during an Insured journey. These expenses should have to be pre approved by the claim administrator prior to the remains being prepared for transportation to Sri Lanka or for local burial or cremation.

The deductible applicable as per the schedule of benefits 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 assured as per the schedule of benefits 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 save 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 how so ever 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 or
- 1.4.1.3 Travelling for the purpose of obtaining treatment; or
- 1.4.1.4 Travelling for the purpose of obtaining treatment 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 the drugs.
- 1.4.3 Any injury, illness, death, loss expense or other liability attributable to HIV (Human immune deficiency derivative or variation thereof however caused
- 1.4.4 Pregnancy, childbirth, miscarriage, abortion or complication arising out of any of the foregoing including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices
- 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 departure from Sri Lanka.
- 1.4.7 Treatment of any congenital anomalies/defects.
- 1.4.8 The additional cost of a single or private room at a hospital, clinic or nursing home except when the medical practitioner considers it necessary.
- 1.4.9. Services, supplies or treatment, including any period of hospital confinement, which were not recommended, approved and certified as medically necessary by a Physician,
- 1.4.10 Elective, cosmetic, or plastic surgery, except as a result of an accident;
- 1.4.11 The diagnosis and treatment of acne
- 1.4.12 Organ transplants that competent medical professionals consider experimental:
- 1.4.13 Child care such as medical examinations, vaccinations and immunizations;
- 1.4.14 Expenses which are not exclusively medical in nature
- 1.4.15 Any expenses incurred in Sri Lanka
- 1.4.16 Eyeglasses, contact lenses, hearing aids, and examination for the prescription of fitting thereof, unless injury or Sickness has caused impairment of vision or hearing; or
- 1.4.17 Treatment provided in a government hospital or services for which no charge is normally made;
- 1.4.18 Medical expenses covered under any workers compensation policy,
- 1.4.19 Ayurveda treatment
- 1.4.20 Any pre-existing condition or sickness and ailment which has been exaggerated due to a pre-existing condition
- 1.4.21 Any medical appliances and/or devices including crutches, artificial limbs and other equipment's which are used in anyway after discharge from hospital

2. Section B : Personal Accident

- 2.1 The Company will pay the percentage of Section B sum assured specified in the schedule of benefits if the Insured sustain accidental bodily injury during the course of the Insured journey and such bodily injury is within 12 months of the date of such bodily injury the sole and direct cause of the:
- 2.1.1 Insured's death, as per the Table of Losses below;
- 2.1.2 Permanent Total Disablement as per Table of Losses below;
- 2.2 Provided always that the policy will not pay under more than one of the Foregoing sub clauses in respect of the same accident and in excess of the amount stated in the Scheduled of Benefit.
- 2.3 The Company' will be liable to pay USD \$ 10,000 of the Sum assured or 50% of Sum assured stated in the Schedule of Benefit whichever is less, in respect of the death of the Insured person if the Insured Person's age is under 18 years at the time of death;

Table of Losses

Loss of:	% of Sum insured
Life	100%
Both hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Either Hand or Foot	50%
Sight in one eye except perception of light	50%
Speech Only	50%
Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%

Exclusions Applicable for Section B

- 2.4 The Company shall be under no liability to make payment hereunder in respect of any claim directly indirectly caused by, based on, arising out of or how so ever attributable to any of the following
- 2.4.1 Amateur sports involving physical contact and other sports activities as defined in sports and leisure activities. 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, hangliding, 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.
- 2.4.2 Loss arising from accidents as a driver on motorised vehicle unless at the time of the accident the Insured is in possession of a current full international driving license and while riding a two wheeler is wearing a safety crash helmet.
- 2.4.3 All Aviation risks as a paying passenger, cabin crew, pilots etc.
- 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 hazard occupation, self exposure to needless perils (except an attempt to save a human life), or if engaging in any criminal or illegal act.

- 2.5.5 Winter Sports
- 2.5.6 Loss caused directly or indirectly, wholly or partly by bacterial infections (except phylogenetic infections which shall occur through an accidental cut or wound) or any other kind of disease;
- 2.5.7 Any Pre-existing Condition
- 2.5.8 Disappearance of Insured Persons, mysterious or otherwise.
- 2.5.9 All exclusions in Section A is applicable

3. Section C : Common Carrier Personal Accident/ Death

- 3.1 The Company will pay a percentage of the principal Sum Assured shown in Section C of the Schedule if Injury to an Insured results in one of the losses shown in Table of Losses below. Injury must occur while Insured is riding as a passenger in or on, boarding or alighting from, a Common Carrier. The loss must occur within 365 days of the date of the accident, which caused the Injury.

If more than one loss results from any one accident, only one amount, the largest, will be paid.

- 3.2 The Company' will be liable to pay USD \$ 10,000 in respect of the death of the Insured person if the Insured Person's age is under 18 years at the time of death;

Loss of:	% Principal Sum Assured
Life	100 %
Both Hands or Both Feet	100 %
Sight of Both Eyes	100 %
One Hand and One Foot	100 %
Either Hand or Foot and Sight of One Eye	100 %
Speech and Hearing in Both Ears	100 %
Either Hand or Foot	50%
Sight of One Eye	50%
Speech	50%
Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%

- 3.3 "Loss" with regard to:
 - (a) Hand or foot means actual severance through or above the wrist or ankle joints;
 - (b) Eye means entire and irrecoverable loss of sight; and
 - (c) Thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
 - (d) Speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.
- 3.4 The Company' will be liable to pay USD \$ 10,000 of the Sum assured stated in the Schedule of Benefits in respect of the death of the Insured person if the Insured Person's age is under 18 years at the time of death;
- 3.5 Loss caused directly or indirectly, wholly or partly by the following are excluded:
 - (a) Bacterial infections (except phylogenetic infections which shall occur through an Accidental cut or wound) or any other kind of disease;
 - (b) Medical or surgical treatment except as may be necessary solely as a result of injury.
 - (c) Any injury which shall result in hernia
 - (d) Pre-existing Conditions for which care, treatment, or advice was recommended by or received from a Physician.

3.6 Excluding Disappearance of Insured Persons, mysterious or otherwise.

3.7 All Aviation risks as cabin crew, pilots etc.

4 Section D: Loss of Common Carrier Checked in Baggage

4.1 The Company will pay the Insured up to the Section D Sum Assured specified in the Schedule of benefits in respect of the complete and permanent loss of the Insured's checked in baggage outside the geographical limits of Sri Lanka.

Special conditions applicable for Section D

4.2 In the event of any loss to your property whilst in the custody of an air line or other carrier the Insured has to notify the air line or the carrier upon discovery of the loss and obtain a property irregularity report/official letter from the airline stating the loss of baggage which the Insured has to submit to the Claims Administrator.

4.3 The Company's liability to make payment shall not arise until liability is admitted by the airline of such complete and permanent loss. If any compensation is paid or payable by the air line, Company's liability is only to indemnify the excess amount if any.

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

4.5 Loss of Checked in baggage during the trip will be covered only subject to proof of ownership of the baggage and valuables.

4.6 The Company reserve the right to replace or pay the intrinsic value of any lost article maximum up to the amount stated in the Schedule of Benefits.

Exclusions applicable for Section D

4.7 The Company shall not be liable to make payments for:

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

4.7.2 Loss caused by the Insured's failure to take reasonable steps to guard against the loss of the personal baggage.

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

4.7.4 Animals, birds or fish

4.7.5 Perishables and consumables

4.7.6 Prosthetic limbs

4.7.7 Musical instruments

4.7.8 Hearing aids

4.7.10 Wear and tear, inherent vice

4.7.11 Damage caused by insects, vermin

4.7.12 Self-carried baggage is specifically excluded from the policy coverage.

4.7.13 Partial destruction of baggage or missing of contents from the baggage is not covered under the policy.

5. Section E: Delay of checked in Baggage

5.1 The Company will reimburse the Insured up to the Section E Sum Assured specified in the Schedule of benefits in respect of the Insured's emergency purchases of toiletries, medication and clothing to replace those contained in Checked in baggage, the arrival of which is delayed by more than 4 hours beyond the time of the Insured's arrival at the intended destination outside of Sri Lanka.

Special Conditions applicable for Section E

- 5.2 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 air line along with period of delay, which must be submitted to the Claims Administrator in the event of a claim
- 5.3 The Company's liability to make payment shall not arise until liability is admitted by the airline. If any compensation is paid or payable by the airline, Company's liability is only to indemnify the excess amount if any.
- 5.4 The claim payment is subject to the submission of the original purchase receipts and evidence to prove the period of delay.
- 5.5 Any expenses incurred prior to the delay.

6 Section F: Loss of passport

6.1 In the event of the Insured's loss of his/her passport outside the geographical limits of Sri Lanka, the Company will pay the Insured the Section F Sum Assured specified in the Schedule of benefits towards expenses necessarily incurred by the Insured in obtaining a duplicate or fresh passport.

Exclusions applicable for Section F

- 6.2 The Company shall be under no liability to make payment for loss of Insured's passport as a result of the confiscation or detention by customs, police or any other authority.
- 6.3 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 not been obtained
- 6.4 Loss caused by the Insured's failure to take reasonable steps to guard against the loss of passport.
- 6.5 Travel expenses incurred in relation to obtaining a fresh passport.

7. Section G: Personal Liability

7.1 The Company will indemnify the Insured up to the Section G sum insured (less the deductible) specified in the Schedule of benefits against any legal liability incurred by the Insured in his/her private capacity to pay damages for third party civil claims arising out of accidental bodily injury or accidental property damage occurring during insured journey.

Special conditions applicable for Section G

7.2 No deductible shall be applicable in respect of the legal liability incurred by the Insured in his/her private capacity to pay damages for third party accidental bodily injury.

- 7.3 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's liability hereunder that the Insured shall:
- 7.3.1 Give immediate written notice to the Company to the address specified in the Schedule, and
- 7.3.2 Not incur any defense 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 defense and/or settlement of any action or claim and shall be entitled at all times receive the Insured's cooperation and assistance and to appoint on behalf of the Insured all costs and expenses incurred by the Company or the lawyer appointed by the Company shall be a first charge on the Sum Assured hereunder.
- 7.4 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 G

- 7.5 The Company shall not be under any liability to make payment for claims arising out of;
- 7.5.1 The Insured's liability to an employee (whether under a contract or service)
- 7.5.2 Bodily injury and/or property damage attributed to property belonging to the Insured's family, any co worker/employee of the Insured, and to any travelling companion of the Insured;
- 7.5.3 Any liability for bodily injury and/or property damage arising directly or indirectly from or due to:
- 7.5.3.1 Livestock belonging to the Insured or within the Insured's care, custody or occupation
- 7.5.3.2 Any wilful, malicious, criminal or unlawful act, error, or omission;
- 7.5.3.3 Pursuit of any trade, business or profession, employment or occupation;
- 7.5.3.4 Parachuting, hand gliding, hot air ballooning or the use of firearms or any other dangerous or hazardous activity;
- 7.5.3.5 The ownership, possession or use of vehicle, aircraft, or watercraft;
- 7.5.3.6 The use or misuse of any alcohol, hallucinogenic substance, drugs (except those used medically prescribed), or drug addiction;
- 7.5.3.7 Any form of ownership or occupation of land or building (other than occupation only of temporary residence)

8. Section H: Legal Fees

- 8.1 The Company will pay legal fees to Insured Person incurs during the course of an Insured Journey, as a result of false arrest or wrongful detention by any Government or Foreign Power up to the amount stated in Section H of the Schedule of Benefits.

9. Section I: Hijack cover

- 9.1 For the period the Insured is detained by hijackers following hijacking of any air craft in which the Insured is travelling outside the geographical limits of Sri Lanka, the Company will pay the sum specified in Section I in the Schedule of benefits.

10. Section J: Trip Delay / Interruption

- 10.1 If the air craft on which the Insured is booked to travel for his/her Insured Journey is delayed due to aircraft technical defects/malfunction, adverse weather conditions and Industrial strikes or other job action by employees of a Common Carrier Scheduled to be used by an Insured during an Insured Journey, beyond 4 hours than the original Scheduled departure time, the Company will pay Reasonable Additional Expenses (meals and accommodation only) incurred up to the sum mentioned in the Schedule of benefits in excess of 4 hours, subject to the maximum amount mentioned in Section J of the Schedule of Benefits.

Exclusions applicable for Section J

However, the Company will not pay,

- 10.1.1 For any departure which is delayed as a result of failing to check-in correctly as required by the airlines by the Insured .
- 10.1.2 If the air craft is taken out of service on the instructions of the Civil Aviation Authority or similar authority
- 10.1.3 Any delay due to aircraft technical defects/malfunction, adverse weather conditions and Industrial strike which was made public or known to an Insured prior to the departure of the Insured Journey
- 10.1.4 Any denial of boarding onto the Scheduled flight
- 10.1.5 Any business or financial contractual obligations of the Insured Person, Insured Person's Travelling Companion or Insured Person's Immediate Family member
- 10.1.6 Change of plans or disinclination of the Insured Person, Insured Person's Travelling Companion or Insured Person's Immediate Family Member to travel on the Particular Insured Journey.
- 10.1.7 Any expenses incurred prior to the delay.
- 10.1.8 Any expenses incurred in Sri Lanka
- 10.1.9 Visa Rejection by any authority
- 10.2.0 Any claim resulting from Misconnection.

Special conditions applicable for Section J

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

11. Section K: Trip Cancellation

- 11.1 Company will reimburse expenses incurred for travel and/or accommodation up to the amount stated in Section K of the Schedule of Benefits for such expenses paid in advance by the Insured and for which the Insured is legally liable and which are not recoverable from any other source, consequent upon the cancellation of travel occurring between the date of payment of Travel and/or accommodation expenses and the date of commencement of the Insured Journey caused by:
- (i) Unexpected Death, Serious Injury or Sickness of the Insured Person, Insured Person's Travelling Companion and Insured Person's Immediate Family Member.
 - (ii) An Insured Person's place of residence or business being rendered uninhabitable 10 days or less prior to the commencement of an Insured Journey as a result of accidental damage or an Insured Person's presence being required by the Police following burglary or attempt thereat at an Insured Person's place of residence or business.

Exclusions applicable for Section K:

The Company shall not be liable for any expenses in respect of:

- 11.1.1 Claims arising from depression or anxiety, mental or nervous disorder, alcohol or drug abuse addiction or overdose;
- 11.1.2 Claims arising from elective cosmetic or plastic surgery, except as a result of an Accident;
- 11.1.3 Claim arising from pregnancy and all related conditions
- 11.1.4 Any Pre-existing Conditions
- 11.1.5 An Insured Person travelling against the advice of a Physician
- 11.1.6 The default of any: a) provider of transport; b) agent of such provider; c) agent acting on Your behalf for an Insured Person;
- 11.1.7 Regulations made by any Government or Public Authority;
- 11.1.8 Strikes or labour disputes which existed or of which advance warning had been given prior to the date on which an Insured Journey was booked;
- 11.1.9 Delay due to the withdrawal from service temporarily or permanently of any Common Carrier on the orders or recommendations of any Port Authority of the Aviation Agency or any similar body in any country;
- 11.1.10 Either directly and indirectly any injury, illness, death, loss or expense attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused;
- 11.1.11 Trip Cancellation caused by or directly resulted from any business or financial contractual obligations or the Insured Person, Insured Person's travelling companion or Insured person's Immediate Family Member.
- 11.1.12 Change of plans or disinclination of the Insured Person, Insured Person's Travelling Companion or Insured Person's Immediate Family Member to travel on the Particular Insured Journey.
- 11.1.13 Visa Rejection by any authority

DEFINITIONS

The following words or terms shall have the meaning described below wherever they appear in this Policy, and reference to the singular shall include the plural wherever the context so permits:

"Insured" means any holder of a Platinum, World, Titanium Credit Cards, Travel Cards & Debit Cards issued by Cargills Bank PLC, who is no more than 75 years and members of his/her Immediate Family who is accompanying the Credit Cardholder on an Insured Journey abroad and who has purchased his / her / their return trip air ticket using the said cards only.

"Immediate Family" means an Insured Person's legal spouse, who is no more than 75 years unmarried children up to age of 18 (or unmarried children up to the age of 23, if in full time education and dependent upon their parents for support) who permanently reside with the Insured Person, and receive the majority of maintenance and support from the Insured Person.

"Immediate Family Member" in respect of Section K-Trip Cancellation means an Insured Person's legal spouse, children, children-in-law, siblings, siblings in law, parents; parents in law, grandparents, grandchildren; step or adopted children; step parents who reside in Sri Lanka

"Card holder" means a holder of a Cargills Bank Credit Card issued by Cargills Bank PLC, who purchases his/her return trip air ticket using the said cards only from Sri Lanka

"Maximum Duration" means 90 days from date of departure from Sri Lanka limited for each and every trip

"Insured Journey" means the first 90 days from date of departure from Sri Lanka of any trip to the countries specified in the return air ticket purchased from Sri Lanka and upon return back to Sri Lanka falling within the Policy Period, where 100% of the said return air ticket(s) has/have been paid for using the Insured's Cargills Bank PLC Platinum, World, Titanium Credit Cards, Travel Cards & Debit Cards prior to departure. The journey shall be deemed to have begun from the International Airport in Sri Lanka and shall have ended upon return to the International Airport in Sri Lanka

"Policy Period" Means the first 90 days of any trip outside Sri Lanka falling within the policy period, where 100% of the tickets for travel have been paid using the Cardholder's Cargills Bank PLC credit card"

"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.

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

"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.

"Medical Expenses" means medical expenses (including those for medicines, Physicians, hospitals, ambulances, medical procedures and services) that in the written opinion of the treating Physician, expressed at the time of examination or treatment of the Insured, 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 and approved by the Claims Administrator.

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

"Accident" and "Accidental" means a fortuitous event or circumstance that is sudden, unexpected and unintentional.

"Bodily Injury" means any Accidental physical bodily harm but does not include any Sickness or Disease.

"Pre-Existing Conditions" means a condition for which medical care, treatment, or advice was recommended by or received from a Physician or which was first manifested or contracted preceding the effective date of coverage.

"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.

"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.

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

"Claims Administrator" means Allianz Insurance Ltd (herein after called the Company) or any person appointed by the Company to administer claims.

"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.

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

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

"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.

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

"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.

"Pollution" means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.

"Reasonable Additional Expenses" means any expenses for meals and lodging which were necessarily incurred as the result of a covered hazard and which were not provided by the Common Carrier or any other party free of charge.

"Usual and Customary Level" means medical charges that:

- a. 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
- b. do not include charges that would not have been made if no insurance existed.

"Sum Assured" 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 made per Insured person.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

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:

- a. 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 if a notification has not been made to the Allianz Global Assistance whilst as an inpatient in a hospital excluding any Ayurveda Treatment.
- b. For all other Claims, the Insured shall immediately, and in any event not later than 30 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.

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

Reasonable Care

The Insured shall take all reasonable and proper steps to safeguard and protect himself/herself and her/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).

Transfer of Interest

The Insured may not transfer his interest in this insurance, but his legal representatives may represent him in respect of a Claim under this Policy if the Insured is incapacitated or deceased. 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 a Claim under the Policy.

Assessment of Claim & Payment

- a. No sum payable under this policy shall carry interest.
- b. 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 provided the Claims Administrator with whatever documentation and/or information as may be requested and established the quantum of any amount claimed to the Company's satisfaction.
- c. 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.
- d. Specifically in respect of a Claim under Sections A and/or B:
 - i. The Company's liability to make payment is in respect of those charges approved by the Claims Administrator
 - ii. 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.
 - iii. In the event of the Insured's death, the Company shall have the right to carry out a post mortem at its own expense.
 - iv. 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.
 - v. The Company shall not pay Medical Expenses except at the Usual and Customary Level.

Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such dispute or difference shall independently of all other questions be referred to arbitration under and in terms of the Arbitration Act No.11 of 1995 for resolution by a sole arbitrator or if the parties cannot agree on a sole arbitrator within 30 days of any party invoking arbitration, such dispute or difference shall be referred for resolution by a panel of three (3 arbitrators, one arbitrator to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by the said two arbitrators. The place of arbitration shall be Colombo and the language of the arbitral proceedings shall be English.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

Fraud

If the Insured shall make or advance any Claim knowing the same to be false or fraudulent as regards to amount or otherwise, this Policy shall be void in respect of such Insured and all Claims or payments to such insured hereunder shall be forfeited.

Cancellation

This insurance may be terminated by the Company at any time by giving 30 days written notice thereof to the Policyholder in which case the Company shall be liable to repay to the policyholder on demand a rateable proportion of the premium for the unexpired term of the policy from the date of cancellation thereof. This insurance may also be terminated by the Policyholder at any time by giving 30 days written notice thereof to the Company in which case the Company shall be liable to repay to the policyholder on demand a rateable proportion of the premium for the unexpired term of the policy from the date of cancellation thereof.

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.

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.

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.

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.

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.

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.

General Exclusions Applicable to 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:

- 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.
- 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.
- 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, or
- 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.
- The Insured's actual or attempted engagement in any criminal or other unlawful act.
- Any consequential losses.
- In respect of travel by the Insured to any country against whom the Republic of Sri Lanka had imposed general or special travel restrictions, or to any country which had imposed such restrictions against travel by a citizen of the Republic of Sri Lanka to such country prior to the departure of the Insured from Sri Lanka.
- 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.

Following is not an insurance benefit but an assistance

Provided by the Service Provider Allianz Global Assistance. The terms and conditions are as below:

Emergency Cash advance

This is an assistance Service when the Insured person requires 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 arises, Insured person calls up Allianz Global Assistance on the telephone number
0091 12 443 43955

Allianz Global Assistance 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 relative.

Allianz Global Assistance organizes cash delivery after obtaining payment security from Insured or his relative.

ANNEXURE II ENTITLEMENT FOR BENEFITS

A claim form must be completed by the Insured and submitted within 30 days from date of arrival back to Sri Lanka. This time limit may be extended subject to prior approval of the Claims department where supporting accounts are not available in time. All accounts submitted in respect of expenditure incurred must be original and not photocopies. All claims requested relating to the travel benefits should be made to ALLIANZ INSURANCE LANKA LTD, No. 46/10, Nawamawatha, Colombo 02, Sri Lanka by complying with the requisite claim formalities.

DOCUMENTS REQUIRED FOR CLAIMS PROCESSING

Claim forms for all claims can be obtained from Allianz Insurance Lanka Ltd. or by sending an email to travel@allianz.lk.

1. All claims must be intimated / submitted within 30 days of arrival in Sri Lanka
2. Documents required and the procedure in respect of each type of claim (for all types of claims, proof of travel tickets purchased through the use of the Cargills Bank PLC credit card should be submitted);

TYPE OF CLAIMS

Accidental Death

Documents required

The beneficiary of the Insured should submit the following:

- Duly completed claim form
- Birth Certificate
- Death Certificate
- Post Mortem Report
- Allianz Claims Dept will advise upon receipt of claim notification for any additional documentation/information.

Procedure

In case of a death or dismemberment whilst on a common carrier, all documents pertaining to the loss including correspondence with carrier should be submitted.

Accidental Dismemberment

Documents required

Same as Emergency Accident claims.

Procedure

Same as Emergency Accident claims

Overseas Emergency Accident & Sickness Medical Expenses (Excess USD 50 on each and every claim or loss)

Documents required

- Duly completed claim form
- Doctor's reports
- Original administration/ discharge card
- Original bills/receipts/prescriptions
- Original X-Ray reports/pathological/investigative reports
- Copy of passport/visa with entry and exit stamp

Procedure

In case of hospitalisation please call 00911244343955 and keep all Insured's medical reports / bills / invoices / receipts safely.

Common Carrier Baggage Loss

Documents required

- Duly completed claim form
- Copy of the passport/visa with entry and exit stamp
- Copies of baggage tags
- Copies of correspondence with the airline authorities/common carrier/others about loss of checked in baggage
- Property Irregularity Report (obtained from airline/common carrier)
- Details of compensation received from airlines/ common carrier/other authorities, if any
- Original receipts of all additional expenses incurred due to the delay
- A complete list of lost items in the baggage
- Boarding Passes

Procedure

Intimate the airline/common carrier about Insured's loss and lodge complaints. All records pertaining to Insured's complaint and their response should be submitted.

Common Carrier Baggage Delay and/or Flight/Trip Delay (excess 4 Hrs)

Documents required

- Duly completed claim form
- Original bill of purchases made/expenses incurred due to the delay

- Copy of travel ticket and boarding pass
- Copies of correspondence with the airline authorities certifying the Delay.
- Copy of the Passport

Procedure

Please obtain a written clarification from the airline regarding the delay and the cause of delay. Keep a record of hours of delay from the scheduled time. Keep receipts of all additional expenses (meal, and lodging in particular) incurred due to the delay.

Trip Cancellation**Documents required**

- Duly completed claim form
- Original travel tickets/bills of prepaid non-refundable expenses (travel and accommodation only)
- Death Certificate of Immediate Family member in case of Death of Family member
- Police report in case of Burglary or attempt thereat at an Insured's place of residence or business.
- Allianz Claims Dept will advise upon receipt of claim notification for any additional documentation/information.
- Written confirmation from the Doctor, in case of Sickness or Injury.
- Copy of Passport.

Personal Liability**Documents required**

- Full statement of the facts in writing
- Witness statements
- Any other documents relevant to the incident, including summons, legal notices etc.
- Any other information relevant to the incident.
- Allianz Claims Dept will advise upon receipt of claim notification for any additional documentation/information.

Procedure

Do not commit any benefit/compensation or enter into any agreements. Submit all documents along with a detailed statement to Allianz

Loss of Passport**Documents required**

- Copy of the new passport with exit stamp
- Original bills/invoices of expenses incurred for obtaining a new passport
- Copy of the Police Report

Legal Fees**Documents required**

- All information relating to the subject legal expenses to be given in writing along with the invoice.
- Allianz Claim Dept will advise upon receipt of claim notification and will contact the Insured for any additional information.

Procedure

Submit the duly signed claim form and all the documents to Company address given below:

Allianz Insurance Lanka Ltd.

No. 46/10, Nawamawatha, Colombo 02, Sri Lanka

Tel: +94 11 2300400 Fax: +94 11 2304404

Procedure

Submit all documents to the Company

Notes:

Above listed documents and procedures are guidelines only. Allianz may call for additional documents/information as relevant and it is your duty as the Insured to take all reasonable actions/precautions to prevent/minimize any accident/loss/damage. If any hospital does not submit a bill to you for the treatment/service rendered please intimate Allianz Global Assistance before you leave the hospital.