

## TRAVEL MAX POLICY

This **POLICY** is evidence of the contract between **YOU** and **US**. The proposal along with any written statement(s), declaration(s) of **YOURS** for purpose of this **POLICY** forms part of this contract.

This **POLICY** witnesses that in consideration of **YOUR** having paid the premium for the period stated in the schedule, **WE** will insure the Insured Person(s) and accordingly **WE** will indemnify/pay to **YOU** or to **Insured Person(s)** or their legal representatives, as the case may be in respect of events occurring during the period of insurance in the manner and to the extent set-forth in the policy including endorsements provided that all the terms, conditions, provisions, and exceptions of this policy in so far as they relate to anything to be done or complied with by **YOU** and/or **Insured Person(s)** have been met.

The Schedule shall form part of this **POLICY** and the term '**POLICY**' whenever used shall be read as including the Schedule.

Any word or expression to which a specific meaning has been attached in any part of this **POLICY** or of Schedule shall bear such meaning whenever it may appear.

The **POLICY** is based on information which have been given to **US** about **Insured Person(s)** pertaining to risk insured under the policy and the truth of this information shall be condition precedent to **YOUR** or the **Insured Person(s)** right to recover under this **POLICY**.

### Definition of Words

1. **Proposal:** It means any signed proposal by filing up the questionnaires and declarations, written statements and any information including Medical History and Physician's Report and Certificate in addition thereto supplied to **US** by **YOU**.
2. **Policy:** It means the policy booklet, the **Schedule** and any applicable endorsement or memoranda. The policy contains details of the extent of cover available to **Insured Person(s)**, what is excluded from the cover and the conditions on which the policy is issued.
3. **Schedule:** It means latest **Schedule** issued by **US** as part of the policy. It provides details of the policy of **Insured Person(s)**, which are in force and the level of cover Insured Person(s) have.
4. **Sum Insured:** It means the monetary amount shown against **Insured Person**.
5. **WE / OUR / US:** It means **HNB ASSURANCE COMPANY LTD.**

6. **YOU/YOUR:** It means the person(s)/the company/the entity named as **Insured** in the **Schedule**.
7. **Insured Person:** The person named as **Insured Person(s)** in the **Schedule** lodged with **US** by **YOU** for whom the appropriate premium has been paid on the condition that permanent place of residence of these insured persons are in Republic of Sri Lanka.
8. **Injury:** It shall mean accidental bodily injury solely and directly caused by external, violent and visible cause. This definition includes accidental bodily injury resulting from exposure to element of the cause.
9. **Disease:** It means an illness which Medical Practitioner or Surgeon will certify as **Insured Person** is suffering from and unable to feel as normal.
10. **Hospital/Nursing Home:** It means any institution that is generally recognized as a hospital in the foreign country concerned and it is established for indoor care and treatment of sickness, injuries and is under the constant direction of a Physician. Further this institution has sufficient diagnostic and therapeutic facilities at its disposal and restricts the treatment it provides to methods scientifically recognized and clinically tested in that country.
11. **Air Travel:** It means that the **Insured Person** is in or on or boarding an aircraft for the purpose of flying therein or alighting there from following a flight.
12. **Hijack:** It means that there is any unlawful seizure or exercise of control by force or violence or threat of force or violence and with wrongful intent, of an air or sea common carrier.
13. **Relative:** It means the **Insured Person's** legal spouse, parent, parent-in-law, grand parent, grand parent-in-law, child, brother, sister, brother or sister-in-law, niece or nephew.
14. **Trip:** It means pre-booked and pre-planned travel out of and back to Republic of Sri Lanka.
15. **Treatment:** It means the surgical or Medical procedures the sole purpose of which is the cure or relief of acute disease or illness or injury.
16. **Pre-Existing Condition:** It means the illness and consequences of such illness existing or known at the commencement of the stay abroad, even if they had not been treated or for illnesses treated in the last six months before commencement of the stay abroad including their consequences.
17. **Valuables:** It means photographic, audio, video, computer, telecommunications and electrical equipment, telescopes, binoculars, spectacles, Sunglasses, antiques, watches, jewellery, furs and articles made of precious stones and metals.

18. **Money:** It means Cash, Bank drafts, current coins, Bank and currency notes, Treasury Notes, cheques, Postal orders, Current Postage stamps which are not part of collection and luncheon voucher.
19. **Physician:** It means a person legally qualified to practice in medicine or surgery including other legally qualified medical practitioner duly licensed by their respective jurisdiction and this person is not a member of **Your** family or that of **Insured Person(s)**.
20. **PARAMOUNT:** It means PARAMOUNT Healthcare Management Pvt. Ltd. Elite Auto House, 54-A, M. Vasanji Road, Off Andheri-Kurla Road, Chakala, Andheri-East, Mumbai 400093, India. PARAMOUNT is delivering assistance services in conjunction with Euro Alarm, Frederikberg Allé 3, Copenhagen V, Denmark.
21. **Insured Event:** It means the medically imperative curative treatment of an **Insured Person** for an illness or the consequences of an accident. The Insured event begins with the commencement of the curative treatment and ends when on the strength of medical findings, there is no longer any need for treatment. If the curative treatment needs to be extended to an illness or the consequence of an accident that is not casually related to already treated one, a new insured event shall be deemed to have occurred. The Insured event is also deemed to include necessary transportation home (repatriation) for the purposes of the aforementioned medically necessary treatment.
22. **Conclusion of the Insurance contract:** It means that
- (a) The Insurance Policy must be concluded prior to the trip abroad by means of the proposal form provided for this purpose. Insurance Policies that are concluded after the commencement of the trip are deemed to be invalid.
  - (b) The Insurance Policy comes into effect when the Insurance Policy schedule is issued which will be done only on payment of full premium.
23. **Period of Insurance:** This is valid from commencement of cover and to the end of Insurance Cover and this duration is shown on the Schedule of the Policy:
- (a) **Commencement of the Insurance Cover:** The Insurance Cover begins on the day specified in the Policy Schedule, but not before conclusion of Insurance contract or before the payment of the premium and not before the border is crossed to go abroad. No benefits will be paid for events occurring before commencement of insurance cover.
  - (b) **End of the Insurance Cover:** It means that Insurance Cover shall terminate – (i) with the end of Insurance Period i.e. the period for which the premium has been paid or (ii) with the end of period abroad. The period abroad shall be deemed to end when the Insured Person crosses the border into the country whose nationality he/she possesses or in which he/she has main place of residence. However,

in case of transportation home on the advices of Medical Assistance teams of PARAMOUNT and its assistance service partners, the coverage for treatment will be then as provided in Section 1.

However if an injury/illness/accident covered under the Policy is contracted during the Policy Period and continues beyond the expiry date of this Policy and which necessitate curative treatment beyond the end of insurance contract, **Our** liability to pay benefits within the scope of this Policy shall extend for a further 4 weeks (four weeks) in so far as it can be proved that transportation home is not possible. If any new illness/injury/accident is proved contracted beyond the expiry date of policy, treatment for the same would not be covered.

**24. Reasonable and Customary charges:** It means to refer to a charge for Medical care, which shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age, for a similar disease or injury.

**25. Definition: Covered Occurrence** means delay of a Common Carrier a) caused by inclement weather or b) due to strike or job action by employees of a Common Carrier scheduled to be used during the Insured Trip or c) due to industrial action or d) caused by Equipment failure of a Common Carrier.

## SCOPE OF BENEFITS

### SECTION 1 – HEALTH COVER:

**Object: We** provide the **Insurance Cover** for immediate **Medical Assistance** required as a consequence of an **Insured Person** falling ill whilst abroad or sustaining an accident during this period.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If the Insured Persons falls ill or contracts any disease or sustains an accident whilst abroad during the period of Insurance, then <b>We</b> will reimburse the following costs:</p> <p>1. <b>Medical Expenses:</b> Costs incurred for medically necessary treatment during a temporary stay abroad less deductible stated in the schedule. Within the meaning of these coverage's, treatment is deemed to include the following only:</p> <ul style="list-style-type: none"> <li>(a) Out Patient treatment.</li> <li>(b) In patient treatment in a local</li> </ul>	<p><b>We will not pay:</b></p> <ol style="list-style-type: none"> <li>1. For deductible mentioned in the Schedule except in case of Hospital Daily Allowance.</li> <li>2. For treatment, abroad that is the sole reason or one of the reasons for temporary stay abroad.</li> <li>3. Medical expenses/ services: The need for which arises out of a pre-existing condition.</li> <li>4. For treatment which could reasonably be delayed until the Insured Person's return to the Republic of Sri Lanka. The</li> </ol>

<p>Hospital at the place the Insured person is staying or the nearest suitable Hospital shall be used.</p> <p>(c) Medical aids that is necessary as part of treatment for broken limbs or injuries (e.g. plaster casts, bandages) and walking aids prescribed by a Physician.</p> <p>(d) Radiotherapy, Heat therapy or phototherapy and other such treatment prescribed by a Physician.</p> <p>(e) X-Ray Diagnosis.</p> <p>(f) Cost of transportation including necessary medical care enroute by recognized emergency services for medical attention at the nearest hospital or from the nearest available Physician.</p> <p>(g) Costs of being transferred to a special clinic if this is medically necessary and prescribed by a Physician.</p> <p>(h) Life Saving unforeseen emergency measures except transportation cost defined in part 3 of "What is Covered" or measures solely designed to relieve acute pain, provided to <b>Insured Person</b> by Medical Assistance for disease/accident including their consequences arising out of pre-existing condition.</p> <p>2. <b>Dental treatment:</b> In principle for only acute anesthetic treatment of the natural tooth or teeth upto a maximum shown in the <b>Schedule</b>. However Dental treatment rendered necessary as a result of a covered accident shall be upto the maximum limit of Medical Expenses and deductible shown in the <b>Schedule</b>.</p> <p>3. <b>Transportation:</b></p> <p>(a) Extra costs of medically necessary and prescribed transportation from the foreign country to Insured person's permanent place of residence or to the nearest hospital in the event that it is not possible to</p>	<p>question of what can or what cannot be reasonably delayed will be decided jointly by the treating Physicians and Assistance Company Ltd's medical section.</p> <p>5. For treatment of orthopedic, degenerative or oncologic diseases, unless the medical Assistance provided abroad involves unforeseen emergency measures to save the Insured person's life or measures solely designed to acute pain relieving medicines.</p> <p>6. For charges in excess of Reasonable and customary charges.</p> <p>7. For any costs incurred in connection with cancer treatment, unless the Medical Assistance provided abroad involves unforeseen emergency measures to save the Insured Person's life or measures solely designed to relieve the acute pain.</p> <p>8. For Treatments relating to removal of physical flaws or anomalies (cosmetic treatment).</p> <p>9. For any costs incurred in connection with rest cures or recuperation at spa or health resort, Sanatorium, convalescence home or similar institution.</p> <p>10. For any costs related to mental, psychiatric disorders.</p> <p>11. For pregnancy, childbirth and their consequences. In the event of acute complications in the course of pregnancy, however <b>We</b> will indemnify within scope of the Policy, medical measures to directly avert danger to the life of the mother and/or child, on the condition that pregnant women has not reached the age of 38 and 30<sup>th</sup> week of the pregnancy is not yet completed.</p> <p>12. For medical treatment of typical complaints suffered during pregnancy and their consequences, including changes</p>
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<p>guarantee medical treatment within a reasonable distance of Insured Person's current location provided that</p> <p>i) Extra costs in the event of transportation home are the additional costs arising for return journey home as a consequence of Insured Event.</p> <p>ii) If the Insured Person is transportable from medical point of view, it is the decision of Medical Assistance teams of PARAMOUNT and its assistance service partners whether the Insured person is repatriated to Sri Lanka or not.</p> <p>(b) Additional Extra Costs for an accompanying person if it is medically necessary or officially required that the Insured Person be accompanied in this way.</p> <p>(c) In the event of death of Insured person on trip abroad, extra costs of transporting the mortal remains of the deceased back home or upto an equivalent amount for a local burial or cremation in the country where death occurred upto the limit stipulated in the schedule.</p> <p><b>4. Balance Period of Policy + 30 days:</b> If the Medical Assistance teams of PARAMOUNT and its assistance service partners advices that the continued treatment in Republic of Sri Lanka is appropriate, then <b>We</b> will pay the Medical Expenses incurred in Sri Lanka for the same illness/bodily injury contracted abroad following transportation home at the usual customary level for treatment received within the policy period or a maximum of 30 days beyond the policy period if the disease/injury/illness is contracted within the policy period.</p> <p><b>5. Hospital Daily Allowance:</b> In the event of Insured person being hospitalized for a period of more than 48 hours and also we have accepted liability under Medical Expenses cover</p>	<p>in chronic conditions as a result of pregnancy;</p> <p>13. For check ups during pregnancy or treatment of the pregnancy.</p> <p>14. For treatment by relatives.</p> <p>15. For rehabilitation and Physiotherapy or the costs of prostheses (Artificial limbs etc.).</p> <p>16. For any other costs not listed as identifiable under "What is covered".</p> <p>17. For any claim in respect of Hospital Daily Cash for the first 48 hours</p>
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<p>aforementioned, then <b>WE</b> will pay you \$ 30 for each day the Insured Person stays in a Hospital subject to a maximum limit as mentioned in the Schedule.</p>	
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**SECTION 2 – TOTAL LOSS OF BAGGAGE INCLUDING DELAY OF BAGGAGE.**

<b>WHAT IS COVERED</b>	<b>WHAT IS NOT COVERED</b>
<p><b>We</b> will reimburse for total loss of Baggage caused by a carrier (i.e. Airline, Coach operator, ferry company etc.) upto the limits stipulated in the schedule provided that</p> <ol style="list-style-type: none"> <li>1. The amount payable in respect of any one article, pair or set is limited to the amount stated in the schedule.</li> <li>2. <b>You</b> made a report to Police within 24 hours of loss after you become aware of loss.</li> <li>3. <b>You</b> provide all the reports concerning loss to “PARAMOUNT”.</li> <li>4. <b>We</b> will pay the benefit on Market Value. “Market value” is the Sum required to purchase new items of same kind and quality less a figure representing the condition of the articles insured (age, wear, usage etc.)</li> </ol> <p><b>Additional Benefits:</b>  <b>We</b> will pay upto the limit of cover shown in the schedule for costs of necessary emergency purchase of essential items in the event of Insured Person suffers a temporary loss of his/her baggage while being transported during the journey provided that</p> <p>a) The delay of Baggage is more than 12 hours from the scheduled</p>	<p><b>We will not pay –</b></p> <ol style="list-style-type: none"> <li>1. For valuables as defined and money, all kinds of securities, tickets.</li> <li>2. For Loss of property unless the Property Irregularity Report has been obtained from the carrier after the discovery of loss by Insured Person.</li> <li>3. For partial loss. However loss of individual units of baggage will be considered as total loss.</li> <li>4. For items valued in excess of US \$ 100 without proof of ownership.</li> <li>5. For losses arising from any delay, detention, confiscation or distribution by custom officials or other public authorities.</li> </ol>

<p>arrival time at the destination for delivery of Baggage that has been checked by carrier.</p> <p>b) <b>You</b> give <b>Us</b> written proof of delay from the carrier.</p> <p>c) <b>You</b> give <b>Us</b> the receipts of essential personal items <b>You</b> buy.</p> <p>d) Any claim under this additional benefit will be offset against any claim payable under total loss of Baggage.</p>	
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### SECTION 3. LOSS OF PASSPORT

<b>WHAT IS COVERED</b>	<b>WHAT IS NOT COVERED</b>
<p>In the event passport belonging to Insured person is lost, <b>We</b> will pay upto limit stipulated in the Policy schedule for reimbursement of actual expenses necessarily and reasonably incurred in connection with obtaining a duplicate or fresh passport.</p>	<p><b>We will not pay for –</b></p> <ol style="list-style-type: none"> <li>1. Loss of Passport due to delay or confiscation or detention by Custom, Police or Public Authorities.</li> <li>2. Loss of Passport due to Theft unless it has been reported to Police within 24 hours of you and/or Insured person becoming aware of theft and a written Police Report obtained.</li> <li>3. Loss of Passport due to it being left unattended or forgotten by you or Insured Person in a Public Place or Public transport, Hotel, Apartment.</li> <li>4. Loss or theft of Passport in a Private Place or Private vehicle unless it was located in a locked Hotel Room or apartment and forcible and violent entry was used to gain access to it.</li> </ol>

#### SECTION 4. FINANCIAL EMERGENCY ASSISTANCE COVER.

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Financial Emergency Assistance:</b>            In the event of <b>Insured Person</b> getting into a financial emergency due to theft, pilferage, robbery, dacoity of travel funds, <b>We</b> will pay up to the amount stipulated in the Schedule.</p>	<p><b>We</b> will not pay for</p> <ul style="list-style-type: none"> <li>i. Any claim reported in excess of 30 days after the commencement of the incident giving rise to a claim.</li> <li>ii. Any loss in respect of shortage due to currency fluctuation, errors, omission, exchange, loss or depreciation in value.</li> <li>iii. Any loss not reported to Police having jurisdiction at the place of loss within 24 hours of incident and a written report obtained.</li> <li>iv. Any claim in respect of loss of travellers' cheques not immediately reported to the local branches or agents of issuing authority.</li> <li>v. Loss of money not kept in the personal custody of Insured person.</li> </ul>

## SECTION 5. PERSONAL LIABILITY

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event the <b>Insured Person</b> becomes legally liable to a third party under statutory liability provisions in private law for an incident which results in death, injury or damage to the health of person(s) or damage to properties, <b>We</b> will pay upto the limit stipulated in the schedule; provided that the incident takes place or trip abroad during the period of Insurance.</p>	<p><b>We will not pay for -</b></p> <ol style="list-style-type: none"> <li>I. Any claim upto deductible stated in the schedule. The deductible will apply to each insured event and shall be borne by Insured Person.</li> <li>II. Any claim arising from Employers' liability or contractual liability or through special promises made by Insured Person(s).</li> <li>III. Any claim of personal liability of Insured person(s) towards one another or of their family, relations, travelling companion, personal or colleague.</li> <li>IV. Any claim resulting from transmission of an illness or disease by Insured Person.</li> <li>V. Any claim or damage resulting from professional activities by Insured person(s).</li> <li>VI. Any claim for liability arising directly or indirectly from or due to:               <ol style="list-style-type: none"> <li>a) As a keeper or owner of animals.</li> <li>b) Ownership, possession of vehicles, aircrafts, watercrafts, parachuting, hen gliding hotairballoning or use of firearms.</li> <li>c) Any wilful, malicious or unlawful act.</li> <li>d) Insanity the use of any alcohol, drugs (except as medically prescribed) or drug addiction.</li> <li>e) Any supply of goods or services.</li> <li>f) Any ownership or occupation of land or buildings other than occupation only of any temporary residence.</li> </ol> </li> </ol>

**Limit of Liability:**

**Our** liability for these services shall be limited to a maximum per insured trip equal to the Sums Insured mentioned in the **Schedule**.

**SPECIAL CONDITION (S):**

1. **Our** liability comprises checking the question of personal liability, contesting unjustified claims and providing Indemnity for damages which **You** and/or **Insured Person** has to pay. For Indemnity to be provided against damages, the damages must be payable under an acceptance of liability given or approved by **Us** or under a judicial decision.
2. If there is a legal action with the claimant or his/her heirs or assignees over the personal liability claim, **We** may conduct the legal action at our expenses in the name of **Insured Person** and **You** and/or **Insured Person** will allow **Us** to do so.
3. If an event insured against occurs, which may result in a personal liability claim falling within the cover provided and if there are criminal proceedings relating to this event and if in these proceedings, **We** wish to appoint defence counsel for **You** and/or **Insured Person** or approves such an appointment, **We** will pay the costs of this counsel.
4. If **We** wish to settle a personal liability claim by accepting liability or making an out of court settlement and can not do so due to resistance by **Insured Person**, **We** shall not be liable to pay the extra expenditure incurred as from the date of refusal in respect of main Sum, interest and cost.

**SECTION 6: PERSONAL ACCIDENT**

“**An Accident**” is considered to have occurred:

- a) If the **Insured Person** suffers involuntary damage to **his/her** health as a result of an event which suddenly infringes on **his/her** body from outside;
- b) If due to excessive exertion, a joint is dislocated or muscles, ligaments, tendons or capsules are strained or torn.

<b>WHAT IS COVERED</b>	<b>WHAT IS NOT COVERED</b>
<p>If <b>Insured Person</b> meets with an accident on trip abroad which leads to death or subsequent disablement of Insured person, <b>WE</b> will provide Insurance services to Insured Person in the following way:</p> <ol style="list-style-type: none"> <li>1. <b>Death of Insured Person:</b> If following accident which causes the death of the Insured Person within one year from date of accident <b>We</b> will pay to legal heirs of <b>Insured Person</b> the Sums insured mentioned in the <b>Schedule</b>.</li> </ol>	<p><b>We will not pay for benefits in:</b></p> <ol style="list-style-type: none"> <li>1. Accidents due to mental disorders or disturbances of consciousness, strokes, fits which affect the entire body and pathological disturbances caused by mental reaction.</li> <li>2. Damage to health caused by curative measures, radiation, infection and poisoning except where these arise from accident.</li> <li>3. Any payment under this Section during any one period of Insurance by which our liability</li> </ol>

<p><b>2. Permanent Disablement of the Insured Person:</b> If following accident which causes permanent impairment of Insured Person's mental or physical capabilities, <b>We</b> will pay the following benefits depending upon the degree of disablement as provided in the Table of benefits provided that:</p> <ul style="list-style-type: none"> <li>a) The disablement must occur within a year of the accident</li> <li>b) The disablement must be confirmed and claimed for prior to the expiry of a further period of 3 months</li> </ul>	<p>in that period would exceed sum payable in the event of death.</p> <ul style="list-style-type: none"> <li>4. Whether in case of more than one claim or in the same event of accident which impairs a number of physical or mental functions except for the fact that in such event the degree of disablement mentioned in the Table of Benefits will be added together but not exceeding 100%.</li> <li>5. More than \$ 5000 in respect of death if the Insured person is below age of 16 years at the time of effecting this insurance.</li> <li>6. Any other claim after a claim for a death has been admitted and become payable.</li> <li>7. Any claim which arises out of accident where cause has to do with the operation of an aircraft or which occur during parachuting except that Insured Person is flying as a passenger on a multi engine aircraft.</li> <li>8. Any claim arising out of accident relating to pregnancy or childbirth, venereal disease or infirmity.</li> </ul>
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TABLE OF BENEFITS	% Of Sum Insured mentioned in the Schedule.
1. Death	100
2. Loss or Inability to function of	
a) An Arm at the shoulder joint	70
b) An arm to a point above elbow joint	65
c) An Arm below elbow joint	60
d) A hand at the wrist	55
e) A thumb	20
f) An Index finger	10
g) Any other finger	5
h) A leg above center of the femur	70
i) A leg upto a point below the femur	65
j) A leg to a point below the knee	50
k) A leg upto the center of tibia	45
l) A foot at the ankle.	40
m) A big toe	5
n) Some other toe	2
o) An Eye	50
p) Hearing in one Ear	30
q) Sense of smell.	10
r) Sense of Taste	5

#### **SPECIAL CONDITIONS APPLYING TO PERSONAL ACCIDENT SECTION**

1. In the event of partial loss or impairment of function of one of the above parts of body or senses, the appropriate proportion of the percentage stated in the **Table of Benefits** will be considered by Medical Assistance Team.
2. If the accident affects parts of the body or senses whose loss or inability to function is not dealt with above, the governing factor in such case will be how far normal physical or medical capabilities are impaired, solely from medical point of view as ascertained by **Medical Assistance teams of PARAMOUNT and its assistance service partners**.
3. If the Accident affects physical or mental functions, which was already impaired before hand a deduction will be made equal in amount to this prior disablement.
4. If the **Insured Person** dies for a reason unconnected with the accident within a year of the accident or for whatever reasons, more than a year after the accident, and if a claim to a disablement payment had arisen, then the payment will be made in accordance with the degree of disablement which would have expected to exist from the findings of last medical examinations made.
5. In the event of permanent disablement, the **Insured Person** will be under obligation
  - a) To have himself/herself examined by Doctors appointed by **Us** or on **Our** behalf, **We** will pay the costs involved including loss of earnings thereby incurred;

- b) To authorize Doctors providing treatments or giving expert opinion, other Insurers and any other authority to supply **Us** any information that may be required. If the obligations are not met due to whatsoever reasons, **We** may be relieved of **Our** liability to pay.
6. In the event of **Permanent Disablement**, prior to the completion of healing process, a disablement payment can not be claimed within one year of the occurrence of the accident.
  7. As soon as **We** receive the document which have to be supplied on the completion of healing process which must take place before the disablement can be assessed, then **You** will be under an obligation to state within three months whether and if so at what Sum, **You** are accepting the claims or it will be presumed that **You** have accepted the claim.
  8. If **We** accept the claim, the benefits will be paid within two weeks.

#### **SECTION 7. - TRIP DELAY**

The Company will reimburse reasonable expenses towards food and beverages and emergency purchase of essential clothing, toiletries, if the Insured Person's Common Carrier commencement is delayed for more than 12 continuous hours while undertaking a Trip, due to any **Covered Occurrence** and when no alternative travel arrangement is available, up to the limit provided in the Schedule of the Policy.

**Exclusions:**

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured Person in connection with or in respect of:

- a) Failure to check in on time
- b) Negligence of fault of the travel agent.

Subject to exclusions mentioned in the 'General Exclusions' section of this Policy

## **SECTION 8. - TRIP CANCELLATION:**

The Company will pay losses up to the maximum amount stated in the policy Schedule and subject to the Excess, if prior to the Contracted Date of Departure the Trip is cancelled and the Insured Person is prevented from undertaking the Trip due to death (a) of the Insured Person or (b) Traveling Companion or (c) the Relative of the Insured Person.

The Company will reimburse for the unused and non-refundable portion of the pre-paid lodging cost and/or the ticket cancellation charges of the Common Carrier provided these were booked prior to the occurrence.

### **Special Condition:**

The insured Person should notify to the Company as soon as reasonably possible in the event of Trip Cancellation. The Insured Person / his representatives should also take all necessary steps to obtain maximum refund from applicable channels.

### **Exclusions:**

The Company shall not be liable to make any payment under this Benefit in connection with or in respect of any expenses whatsoever incurred by the Insured Person in connection with or in respect of:

- 1) the Insured Person and /or Travel Companion changing his/her mind about undertaking the Trip.
- 2) negligence or fault of the travel agent.
- 3) the Insured Person/his or her travel companion is/are aware of the possible cancellation prior to commencement of the Trip.
- 4) suspension of services by the Common Carrier whether voluntarily or pursuant to any order from any authority.
- 5) additional penalty charges incurred that would not have been imposed, had the Insured notified as soon as reasonably possible.
- 6) any exclusion mentioned in the 'General Exclusions' section of this Policy.

## GENERAL EXCLUSIONS (WHAT IS NOT COVERED BY THE WHOLE POLICY):

### We will not pay

1. For any claim if the **Insured Person** –
  - a) Is travelling against the advice of a **Physician**.
  - b) Is receiving or on a waiting list for specified Medical treatment declared in the Physician's report or certificate or
  - c) Has received a terminal prognosis for a medical condition.
  - d) Is taking part in Naval, Military or Air Force operation.
2. For any claim arising out of illnesses or accidents that the **Insured Person** has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohols).
3. For any claims arising out of mental disorders, anxiety, stress of depression, venereal disease or any loss arising directly or indirectly from any injury, illness, death, loss or expense or other liability attributable to HIV (Human Immuno deficiency Virus) and/or any HIVs related illness including AIDS (Acquired Immuno Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.
4. For illness and accidents that are results of wars and warlike occurrences or invasion, acts of foreign enemies, hostilities, active participation in riots, civil war, rebellion, 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.
5. For any claim arising from damage to any property whatsoever or any loss or expenses whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiation or contamination by radioactivity from any nuclear waste from the combustion fuel or
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
6. For any claim arising out of sporting risk in so far as they involve the training or participation in competitions of professional or semi professional sportsmen or women.

## **GENERAL CONDITIONS (APPLICABLE TO WHOLE OF THE POLICY):**

1. **Reasonable Precautions YOU/Insured Person** shall take all reasonable precautions to prevent injury, illness, and disease in order to minimize claims. Failure to do so will prejudice the **Insured Person's** position under this Policy.
2. **Validity:**The Policy will be valid only if the **Insured Person** commences the journey within 14 days of first day of Insurance as indicated in the Policy Schedule.
3. **Misdescription** The Policy shall be void and all premium paid by **YOU** to **US** be forfeited in the event of misrepresentation or concealment of any material information.
4. **Changes in Circumstances YOU** must inform **US**, as soon as reasonably possible of any change in information **YOU** have provided to **US** about **Insured Person(s)** which may affect the Insurance cover provided.
5. **Claim Procedure:**
  - (a) **Procedure in the event of accident or illness:** In the event of accident or sudden illness, **You** and/or **Insured Person** shall immediately contact the alarm center of **PARAMOUNT** stating the details given on the Policy.

If it is not possible to make this emergency call before consulting a Physician or going into the hospital, **You** and/or **Insured Person** shall contact the Alarm Centre as soon as possible. In either case, when being admitted as a patient, the **Insured Person** shall show the Physician or personnel the insurance policy issued to him on conclusion of this insurance contract.

**Failure to do so may prejudice your claim.**

- (b) **Procedure in case of loss of baggage or passport:** The total loss of baggage caused by a carrier has to be reported to them and a Property Irregularity Report (P.I.R.) be obtained. Please enclose the original report together with the ticket(s) and baggage tag(s) to the claim form.

The loss of passport has to be reported to police authority within 24 hours of discovery and an official report be obtained. Please enclose the original report to the claim.

**Failure to do so may prejudice your claim.**

- (c) **Procedure in case of financial emergency:** The **Insured Person** shall immediately contact the alarm center of **PARAMOUNT**, stating the details given on **his/her** insurance policy alongwith the Police Report containing the passport number and a written statement narrating the incident of loss i.e. causes, circumstances and the place.

**Failure to do so may prejudice Your claim.**

- (d) **Procedure in case of hijacking:** It is required that for any claim under hijacking, the incidence should be confirmed by the Police. The Police report should contain details such as Passport No. of the **Insured Person, Period of Insurance**. In rare cases, **We** may consider the other supporting documents such as report issued by Airlines, Newspaper reports, TV and other media coverage with regard to hijacking incidence.

**6. Claims settlement**

- (a) **Direct Payment:** If the procedure stated under 5(a) is complied with, PARAMOUNT or its assistance service partners will give a benefit guarantee to the provider for the costs of “hospitalization”, “transportation” by emergency services”, “transportation home”, “transportation of mortal remains” and “burial” listed under section I (What is covered) and also in case of Financial Emergency listed under Section 5 (What is Covered). These costs will be settled directly by PARAMOUNT or its assistance service partners on **Our** behalf and for **Our** account. **You** shall release physicians provider contacted then by PARAMOUNT and its assistance service partners from their duty not to disclose information about **his/her** case.
- (b) **Reimbursement:** In all other cases, “**Paramount**” will reimburse **You** for the costs listed under section I (What is covered) on **Our** behalf and for **Our** account.

**We** shall only be liable to pay indemnification if, besides proof of insurance cover, the documentary proof required under items 6(b)(i) to 6(b)(iv) below is provided to **Us**.

Bills and vouchers shall become **Our** property:

- i) The original bills must be submitted.
- ii) Bills/Vouchers/Reports/Discharge Summary must contain the name of the person treated, the type of illness, details of the individual items of medical treatment provided and the dates of treatment Prescriptions must clearly show the pharmaceutical prescribed, the price and the receipt stamp of the pharmacy. In the case of dental treatment, the bills/vouchers/reports must give details of the tooth treated and the treatment performed.
- iii) A claim for reimbursement of the costs of transporting home mortal remains or the costs of burial abroad must be substantiated by an official death certificate and a physician's statement giving the cause of death. A claim for reimbursement of the costs of transportation home must be substantiated by submission of the bill/voucher and a medical statement indicating the illness. The medical statement should certify the medical

necessity of the transportation. Medical statements from relations or spouses will not be accepted.

- iv. It is required that for any claim under hijacking, the incidence should be confirmed by the Police. The Police report should contain details such as Passport No. of the **Insured Person**, period of Insurance. In rare cases, **We** may consider the other supporting documents such as report issued by Airlines, Newspaper reports, TV and other media coverage with regard to hijacking incidence.
- v. It is provided that for any claim under loss of passport, the basis of settlement will be the cost of replacing the passport inclusive of application money, fees, stamps cost of professional account, solicitor and other incidental cost but excluding transportation cost and time delay, which are necessary for the purpose of getting the duplication or fresh passport.
- vi. The claim under Hospital Daily Allowance is payable only in respect of **Insured Person(s)** between the age of 21 – 60 years and they are earning which should be proved by a salary/income certificate of the Insured person.
- vii. If **Paramount** requests that bills/vouchers in a foreign language be accompanied by an appropriate translation then the costs of such translation must be borne by the **You**.
  - (a) **Paramount** is entitled to pay insurance benefits to the bearer or sender of proper evidence and the insurance policy.
  - (b) Reimbursement will be in Sri Lankan Rupees at the exchange rate applicable on the date the amount is billed. If, however, it can be proved that the necessary foreign currency to pay the bill was obtained at a less favorable rate, this will be taken as the exchange rate.
  - (c) The cost of translations that have to be made by **Paramount** may be deducted from the insurance benefit.

## 7. **Obligations:**

- I. Claims for insurance benefits must be submitted to **Paramount** not later than one month after completion of the treatment or transportation home, or in the event of death, after transportation of mortal remains/burial.
- II. **You** and/or the **Insured Person** shall provide **Paramount** on demand with any information that is required to determine the occurrence of the insured event or **Our** liability to pay benefits. In particular, at the request of "**Paramount**", proof shall be furnished of the actual commencement of the trip abroad.
- III. If requested to do so by **PARAMOUNT** and its assistance service partners, **You** and/or **Insured Person** shall authorize **PARAMOUNT** and its assistance service partners to obtain all the information

considered necessary from third parties (physicians, dentists, alternative practitioners, medical institutions of any kind, insurance carriers, health or pension offices) and release these parties from their obligation not to disclose information.

- IV. If requested to do so by PARAMOUNT and its assistance service partners, the **Insured Person** is obliged to undergo a medical examination by a physician designated by PARAMOUNT and its assistance service partners.
- V. PARAMOUNT and its assistance service partners is authorised by **You** to take all the measures that are suitable for loss prevention and claim minimisation with simultaneous consideration of **Insured Person's** interests.
- VI. **We** shall be released from any obligation to pay insurance benefits if any of the aforementioned obligations are breached.

8. **Transfer and Set- off of claims:**

- a) If **You** or any of **Insured Person** has claims for damages of a Non-insurance nature against third parties, such claims shall be transferred in writing to **Us** upto the amount at which the reimbursement of costs is made in accordance within the insurance contract. If **You** or one of the **Insured Person(s)** surrender such a claim or any right serving to secure such a claim without our consent, then **We** are released from our obligation to provide indemnification in so far the **Insured Person** could have attained a recovery from the claim or right.
- b) As far as an **Insured Person** receives, compensation for costs **he/she** has incurred either from third parties liable for damages or as a result of other legal circumstances, **We** are entitled to set off this compensation against the insurance benefits payable.
- c) Claims to Insurance benefits may be neither pledged nor transferred by **Insured Person(s)**.

9. **Fraud:** If a claim is fraudulent in any respect or supported by any fraudulent statement or device with or without **Your** knowledge or that of **Insured Person**, all benefit(s) under this Policy shall be forfeited.

10. **Cancellation:** Cancellation of the policy may be done **ONLY** in cases where a journey is not undertaken and **ONLY** on production of the **Insured Person's PASSPORT** as a proof that the journey has not been undertaken. Any request for cancellation will be entertained not more than 14 days after the First Day of Insurance as indicated in the policy schedule. Such cancellation will be subject to deduction of cancellation charge by the underwriters as applicable.

11. **We** will not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealings with or relating to this policy. **Your** receipt or receipt of **Insured Person** shall in all cases be an effective discharge to **Us**.

12. **Arbitration** Should any dispute arise between **You** and **Us** on quantum of Amount payable (liability being admitted by **Us**), such dispute will be referred to Arbitrator to be appointed in accordance with statutory provisions of the country in force at that time. Further, if when any dispute is referable or referred to arbitration, the making of an award by arbitration, shall be a condition precedent to any right of action by **You** against **Us**.
13. No sum payable under this **policy** shall carry any interest/ penalty.
14. **Geographical Scope:** The Insurance Cover applies in the foreign countries stated in the Policy Schedule, except for those countries that citizenships the **Insured Person** possess or where the Insured person has a permanent place of residence.
15. **Dispute Decree Clause and Procedure:**

This Contract of insurance includes the following dispute resolution procedure, which is Exclusive and a material part of this Contract of Insurance.

  - a. **Nature of coverage:** This policy is not a general health insurance policy. Coverage under the medical expense section of this insurance is intended for use by the **Insured Person** in the event of a sudden and unexpected sickness or accident arising when the insured is outside the Republic of Sri Lanka on a trip abroad.
  - b. **Prior Consultation:** Any medical services or series of services mentioned under Health Cover with a cost of greater than US \$ 100 shall not be covered by this policy unless the **Insured Person** consults with **PARAMOUNT** in the manner set out in the important condition number 5(a).
  - c. **Choice of Law:** The parties to this insurance policy expressly agree that the laws of the Republic of Sri Lanka shall govern the validity, construction, interpretation and affect of this policy.
16. In the event of **Insured Person's** death, **We** or **Our** representatives shall have the right to carry out a post mortem at our expense.
17. Any claim which has not been conclusively proven and the amount thereof substantiated shall not be payable.
18. No Person shall admit liability or make any offer or promise of payment without **Our** written consent.
19. This Insurance does not operate beyond a period of 180 days continuous absence from Republic of Sri Lanka unless specifically agreed by **Us**.