

TRAVEL PROTECT POLICY

SECTION I: DECLARATIONS AND SCHEDULE OF BENEFITS

Eligibility criteria

You will be entitled for the benefits under this insurance policy free of charge if one of the following conditions is fulfilled.

Purchasing your return air ticket using Sampath Credit card

If your Sampath Credit card usage is a minimum of

- LKR. 100,000/- for Gold cards and Platinum Card
- LKR 50,000/- for Classic cards

During the preceding 12 months from the date of claim.

Additional insured :- Spouse & children of Platinum & Gold Cardholders when they travel with the cardholder.

Schedule of Benefits

Benefits	Limits Per Benefits			Excess (es) in respect of each & every claim
	Platinum USD	Gold USD	Classic USD	
Medical Expenses	100,000	50,000	5,000	USD 100
Dental	250	250	250	USD 100
Repatriation of Mortal Remains	7,000	7,000	5,000	-
Loss of Baggage	750	500	250	USD 50
Delay of Baggage	50	50	50	12 Hrs
Loss of Passport	250	250	250	USD 50
Personal Accident	250,000	50,000	10,000	-
Personal Liability	25,000	10,000	10,000	-
Trip Delay	25	25	25	12 Hrs
Trip Cancellation	1000	750	500	10%
Hijacking	50	50	50	12 Hrs

Maximum duration per trip	:	90 Days
1) No of Travel Days	:	Multiple as long as it meets with the Bank's Criteria.
2) Maximum age of insured persons	:	70 years
3) Minimum age of insured person	:	6 months
4) International Assistance Services	:	For Platinum and Gold Credit Cardholders only.

Upgrade Option

Classic cardholders can upgrade to Gold benefits on payment of a non-refundable additional fee of Rs. 2,500/- which could be debited to your card account. Please call Sampath Bank hot line on 2300600 and request an upgrade form. You may login to www.eagle.com.lk and download the upgrade form.

Definition of Word

1. Policy: It means the policy document, 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.
2. 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.

3. Sum Insured: It means the monetary amount shown in the schedule of benefits.
4. WE / OUR / US: It means EAGLE INSURANCE PLC.
5. YOU/YOUR: It means the person(s)/the company/the entity named as Insured in the Schedule.
6. Insured Person: The persons described under the Eligibility Criteria in the schedule, for whom the appropriate premium has been paid on the condition that permanent place of residence of these insured persons are in Democratic Socialist Republic of Sri Lanka.
7. 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.
8. Disease: It means an illness which Medical Practitioner or Surgeon will certify as Insured Person is suffering from and unable to feel as normal.
9. 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.

10. 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.
11. 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.
12. Trip: It means pre-booked and pre-planned travel out of and back to Democratic Socialist Republic of Sri Lanka.
13. 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.
14. 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.
15. 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.

16. **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 a collection and luncheon voucher.
17. **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).
18. **Assistance Company:** It means Paramount Healthcare Management Private Limited of Elite Auto House, 1st Floor, M. Vasanji Road, Off Andheri-Kurla Road, Chakala, Andheri – (E), Mumbai – 400093, India.
19. **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 to home (repatriation) for the purposes of the aforementioned medically necessary treatment.
20. **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 on

the date mentioned in the schedule. Insurance Policies that are concluded after the commencement of the trip are deemed to be invalid.

(b) The Insurance Policy commences and terminates on the date mentioned as expiry date any trip commences after expiry of this policy will not be covered.

21. Period of Insurance: The period commencing on the policy Commencement Date and expiring on the Policy Expiry Date as per schedule. However any one trip cannot exceed 90 days from the date of departure. No benefit will be paid for events occurring or manifesting after the policy expiry date.

The period of cover is automatically extended for the period not exceeding 7 days, and without any extra charge, if necessitated by delay of public transport services beyond the control of the Insured Person.

22. 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.

SCOPE OF BENEFITS

SECTION 1: HEALTH COVER:

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 We will reimburse the following costs:</p> <p>1. Medical Expenses: 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">(a) Out Patient treatment.(b) In patient treatment in a local Hospital at the place the Insured person is staying or the nearest suitable Hospital shall be used.	<p>We will not pay:</p> <ol style="list-style-type: none">1. For deductible mentioned in the Schedule except in case of Hospital Daily Allowance.2. For treatment, abroad that is the sole reason or one of the reasons for temporary stay abroad.3. Medical expenses/ services: The need for which arises out of a pre-existing condition.4. For treatment which could reasonably be delayed until the Insured Person's return to the Democratic Socialist Republic

- (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.
- (d) Radiotherapy, Heat therapy or phototherapy and other such treatment prescribed by a Physician.
- (e) X-Ray Diagnosis.
- (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.
- (g) Costs of being transferred to a special clinic if this is medically necessary and prescribed by a Physician.
- (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 Insured Person by Medical Assistance for disease/accident including their consequences arising out of pre-existing condition.

- of Sri Lanka. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating Physicians and Assistance Company medical section.
- 5. For treatment of orthopedic, degenerative or oncology 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.
 - 6. For charges in excess of Reasonable and customary charges.
 - 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.
 - 8. For Treatments relating to removal of physical flaws or anomalies (cosmetic treatment).
 - 9. For any costs incurred in connection with rest cures or recuperation at spa or health resort, Sanatorium, convalescence home or similar institution.

2. Dental treatment: In principle for only acute anesthetic treatment of the natural tooth or teeth up to a maximum shown in the Schedule. However Dental treatment rendered necessary as a result of a covered accident shall be up to the maximum limit of Medical Expenses and deductible shown in the Schedule.
3. Transportation:
 - (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 guarantee medical treatment within a reasonable distance of Insured Person's current location provided that
 - i) Extra costs in the event of transportation home are the additional costs arising for return journey home as a consequence of Insured Event.
 - ii) If the Insured Person is transportable from medical point of view, it is the decision of Assistance company whether the Insured person is repatriated to Sri Lanka or not.
10. For any costs related to mental, psychiatric disorders.
11. For pregnancy, childbirth and their consequences. In the event of acute complications in the course of pregnancy, however We 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 30th week of the pregnancy is not yet completed.
12. For medical treatment of typical complaints suffered during pregnancy and their consequences, including changes in chronic conditions as a result of pregnancy;
13. For check ups during pregnancy or treatment of the pregnancy.
14. For treatment by relatives.
15. For rehabilitation and Physiotherapy or the costs of prostheses (Artificial limbs etc.).
16. For any other costs not listed as identifiable under "What is covered".

- (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.
- (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 up to an equivalent amount for a local burial or cremation in the country where death occurred up to the limit stipulated in the schedule.

4. Balance Period of Policy + 30 days:

If the Assistance Company advises that the continued treatment in Republic of Sri Lanka is appropriate, then We will pay the Medical Expenses incurred in Democratic Socialist Republic of 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. (Prior to Expiry)

- 17. For any claim in respect of Hospital Daily Cash for the first 48 hours

SECTION 2: TOTAL LOSS OF BAGGAGE INCLUDING DELAY OF BAGGAGE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will reimburse for total loss of Baggage caused by a carrier (i.e. Airline, Coach operator, ferry company etc.) up to the limits stipulated in the schedule provided that</p> <ol style="list-style-type: none">1. The amount payable in respect of any one article, pair or set is limited to US\$ 502. You made a report to Police within 24 hours of loss after you become aware of loss.3. You provide all the reports concerning loss to “Assistance Company”.4. We 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.)	<p>We will not pay –</p> <ol style="list-style-type: none">1. For valuables as defined and money, all kinds of securities, tickets.2. For Loss of property unless the Property Irregularity Report has been obtained from the carrier after the discovery of loss by Insured Person.3. For partial loss. However loss of individual units of baggage will be considered as total loss.4. For items valued in excess of US \$ 25 without proof of ownership.5. For losses arising from any delay, detention, confiscation or distribution by custom officials or other public authorities.

Additional Benefits

We 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

- a) The delay of Baggage is more than 12 hours from the scheduled arrival time at the destination for delivery of Baggage that has been checked by carrier.
- b) You give Us written proof of delay from the carrier.
- c) You give Us the receipts of essential personal items You buy.
- d) Any claim under this additional benefit will be offset against any claim payable under total loss of Baggage.

SECTION 3: LOSS OF PASSPORT

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event passport belonging to Insured person is lost, We will pay up to 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>We will not pay for –</p> <ol style="list-style-type: none"><li data-bbox="1116 358 2057 430">1. Loss of Passport due to delay or confiscation or detention by Custom, Police or Public Authorities.<li data-bbox="1116 441 2057 555">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 data-bbox="1116 565 2057 679">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 data-bbox="1116 689 2057 803">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.

SECTION 4: PERSONAL LIABILITY

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event the Insured Person 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, We 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>We will not pay for -</p> <p>Any claim upto deductible stated in the schedule. The deductible will apply to each insured event and shall be borne by Insured Person.</p> <ol style="list-style-type: none">1. Any claim arising from Employers' liability or contractual liability or through special promises made by Insured Person(s).2. Any claim of personal liability of Insured person(s) towards one another or of their family, relations, travelling companion, personal or colleague.3. Any claim resulting from transmission of an illness or disease by Insured Person.4. Any claim or damage resulting from professional activities by Insured person(s).

5. Any claim for liability arising directly or indirectly from or due to:
 - a) As a keeper or owner of animals.
 - b) Ownership, possession of vehicles, aircrafts, water crafts, parachuting, hen gliding hot air ballooning or use of fire-arms.
 - c) Any willful, malicious or unlawful act.
 - d) Insanity the use of any alcohol, drugs (except as medically prescribed) or drug addiction.
 - e) Any supply of goods or services.
 - f) Any ownership or occupation of land or buildings other than occupation only of any temporary residence.

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.
- c)

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

2. Permanent Disablement of the Insured Person: If following accident which causes permanent impairment of Insured Person's mental or physical capabilities, We will pay the following benefits depending upon the degree of disablement as provided in the Table of benefits provided that:
 - a) The disablement must occur within a year of the accident
 - b) The disablement must be confirmed and claimed for prior to the expiry of a further period of 3 months
 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%.
 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.
 6. Any other claim after a claim for a death has been admitted and become payable.
 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.
 8. Any claim arising out of accident relating to pregnancy or childbirth, venereal disease or infirmity.
- urance by which our liability in that period would exceed sum payable in the event of death.

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 upto 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 Assistance COMPANY LTD or Paramount Healthcare.
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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event of a delay of You planned first outward flight, rail or sea trip from Sri Lanka or planned final inbound flight, rail or sea trip to Sri Lanka, We will indemnify You as follows:</p> <ol style="list-style-type: none">1. The amount shown in the Schedule of Cover for the first 12 hour period of delay and an additional amount for each full 12 hour period of delay thereafter, up to the maximum amount shown in the Schedule of Cover, providing always that You obtain from the carrier a statement confirming the length and exact nature of the delay.2. If the holiday or journey is necessarily cancelled following a delay of not less than 24 hours beyond the scheduled departure time (and written confirmation obtained from the carrier), We will indemnify You up to the amount shown in the Schedule	<p>We will not pay</p> <ol style="list-style-type: none">1. For the excess as shown in the schedule.2. For claims arising from delay caused by strike or industrial action if already notified at the time the insurance was purchased.3. For your failure to check in at the air port, railway station or port in accordance with the travel itinerary supplied to you.4. For any losses if you fail to obtain written confirmation from the airline or shipping coach line or their agents showing the period and reasons for the delay.5. For any losses arising from a delay ordered by any government, civil authority or official government body.

of Cover for travel and accommodation expenses paid or contracted to be paid by **You** in respect of **Your** own trip (prior to any occurrence giving rise to a claim under this section) and which are not recoverable.

No claim shall be made under both items 1. And 2.

SECTION 8 : TRAVEL CANCELLATION AND CURTAILMENT

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If the holiday or journey is necessarily and unavoidably canceled or the trip is curtailed before completion, We will indemnify you up to the amount shown in the Schedule, for travel and accommodation expenses paid or contracted to be paid by you, as a result of any of the following events occurring during the period of insurance.</p> <ol style="list-style-type: none">1. Due to death, serious injury or sudden sickness requiring minimum three day hospitalization of insured or family member (spouse, parent, child).2. Loss or damage to the properties of the insured person or a person constituting a risk due to fire, elemental events, or criminal action (e.g. burglary).3. Travel being prevented by the government restriction following an epidemic.	<p>We will not pay</p> <ol style="list-style-type: none">1. For the excess as shown in the Schedule.2. Childbirth, pregnancy or any medical complications resulting there within two months of estimated date of delivery.3. Negligence or fault of the travel agent.4. The Insured person/ or travel companion is/are aware of the possible cancellation prior to the commencement of the trip.5. Suspension of services by the common carrier whether voluntarily or pursuant to any order from any authority.6. Additional penalty charges incurred that would not have been imposed had the cancellation done as soon as reasonably possible.7. The Insured person / Travel companion changing his/her mind about undertaking the trip.

Special condition applying to Travel Cancellation

The **Insured Person** or his representatives should notify **Us** as soon as possible in the event of **Travel Cancellation**. The **Insured Person** or representatives should also take all necessary steps to obtain maximum refund from application channels. **You** must obtain a medical certificate from a medical practitioner to confirm the necessity and reasonability to prevent you from travelling.

Contact Details

Within Sri Lanka

Eagle Insurance PLC,

“Eagle House”, 75, Kumaran Ratnam Road, Colombo 02.

Hot Line – 0112 310 310

Outside Sri Lanka

Paramount Healthcare Management (pvt) Ltd.,

“Elite Auto House”, 54-A, 1st Floor,

M. VasANJI Road, Off Andheri -Kurla Road,

Chakala, Andheri – (E), Mumbai – 400093, India.

Hot Line:- + 1 866 9785205 (within USA)

00 (or +) 91 22 67515558 (Outside USA)

SECTION 9: HIJACK DISTRESS ALLOWANCE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event of any common carrier, in which the Insured is traveling being hijacked on trip abroad and captivated for more than 12 continuous hours, then We will pay a lump sum, for each consecutive 12 hours in captivity, in excess of the first 12 hours, to each Insured Person, up to the maximum limit per policy.</p> <p>The amount payable per 12 hours per Insured Person and the maximum limit per Insured Person as mentioned in the Policy Schedule hereto.</p>	<p>We will not pay</p> <ol style="list-style-type: none">1. For the first 12 hours of hijacking2. More than the maximum limit as mentioned in the Policy schedule in respect of one person during the period of Insurance.3. Any claim where Insured Person is considered as principal or Accessory in the hijacking.4. Any claim as a consequence of change in direction of routes of carrier due to traffic, weather, fuel shortage, technical snag or security reasons.

Special Conditions applying to Hijack Distress Allowance

We will pay provided that:

1. The proof of travel is provided to us
2. ANY FURTHER REQUIRED DOCUMENTS REQUESTED BY PARAMOUNT.

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

We will not pay

1. For any claim if the Insured Person –
 - a) Is traveling 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 drunken 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 HIV related illness including AIDS (Acquired Immune 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. 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.
3. 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.
4. Claim Procedure
 - (a) Procedure in the event of accident or illness: In the event 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 to be obtained. Please enclose the original report to the claim.

Failure to do so may prejudice your claim.

5. Claims settlement

- (a) **Direct Payment:** If the procedure stated under 5(a) under General Conditions is complied with, Assistance COMPANY LTD 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 Assistance COMPANY LTD on Our behalf and for Our account. You shall release physicians provider contacted then by Assistance COMPANY LTD 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 5(b) (i) to 5(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) 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 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 favourable rate, this will be taken as the exchange rate.
 - (c) The cost of translations that have to be made by Assistance COMPANY LTD or Paramount may be deducted from the insurance benefit
6. Obligations:
- (a) 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.
 - (b) 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.

- (c) If requested to do so by Assistance COMPANY LTD, You and/or Insured Person shall authorize Assistance COMPANY LTD 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
- (d) If requested to do so by Assistance COMPANY LTD, the Insured Person is obliged to undergo a medical examination by a physician designated by Assistance COMPANY LTD.
- (e) Assistance COMPANY LTD is authorized by You to take all the measures that are suitable for loss prevention and claim minimization with simultaneous consideration of Insured Person's interests.
- (f) We shall be released from any obligation to pay insurance benefits if any of the aforementioned obligations are breached.

7. 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).

8. 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.
9. 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.
10. 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.
11. No sum payable under this policy shall carry any interest/ penalty.
12. 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.
13. 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 Democratic Socialist 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 Assistance COMPANY LTD 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 Democratic Socialist Republic of Sri Lanka shall govern the validity, construction, interpretation and affect of this policy.
14. 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.
 15. Any claim which has not been conclusively proven and the amount thereof substantiated shall not be payable.
 16. No Person shall admit liability or make any offer or promise of payment without Our written consent.