# ANANTHAYA INSURANCE COVER INSURANCE POLICY

WHEREAS the insured named in the Schedule here to has by a declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to CEYLINCO GENERAL INSURANCE LIMITED (hereafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium stated in the said Schedule as consideration for such insurance.

**NOW THIS POLICY WITNESSETH** that if during the Period of Insurance the insured shall sustain bodily injury caused by accidental means which injury shall solely and independently of any other cause result in the insured's death or permanent disablement as hereafter defined or Serious illness necessitate medical and surgical treatment as hereinafter defined, the Company will subject to the terms, provisions, exclusions and conditions of and endorsed on this Policy pay to the insured or in the event of death to the insured's legal personal representative the sum or sums of money specified in the Schedule

IN WITNESSWHERE	EOF this policy has b	been signed on behalf of	CEYLINCOGENERALINSU	RANCE
LIMITED at	on this	day of	two thousand and	



Authorised Signature on behalf of

CEYLNCOGENERAL INSURANCE LIMITED

#### **COVERAGE**

**BODILY INJURY** Caused by Accidental means which injury shall solely and, independently of any other cause results in :-

Benefit A Accidental Death Maximum up to Rs.1,000,000.00

occurring within twelve (12) months of is stated in the Table

bodily injury Maximum up to Rs.1,000,000.00

**Benefit B** Serious illness Maximum up to Rs.500,000.00

#### **DEFINITIONS**

1. "Bodily Injury" shall mean injury suffered by the insured anywhere in the world caused solely and directly by accidental means and shall exclude bodily injury caused by sickness, disease or medical disorder.

#### **SPECIAL PROVISIONS**

# 1. **Disappearance**

I will be presumed that death has occurred if the insured has been missing for twelve (12) consecutive months and the Company has examined all available evidence provided to support the conclusion that death was caused by an accident covered by this Policy, If at any time after payment has been made by the Company for such claim, the Insured is found to be living, full refund shall be made to the Company.

#### 2. Exposure

If as a result of an accident covered by this Policy, the Insured is unavoidably exposed to the natural elements and as a result of such exposure suffers any loss as specified in this Policy, such specific loss will be covered subject to the terms of this Policy.

## **EXCLUSIONS**

- 1. The Company shall not be liable for claims directly or indirectly caused by or which results from: the Insured engaging in or taking part in:
  - a. armed forces, naval or air force service or operations;
  - b. professional sports, winter sports other than skating;
  - **c.** rock climbing or mountaineering necessitating the use of ropes or guides, potholing, hang gliding, bungee jumping. parachuting or any kind of race other than on foot;
  - d. flying or other aerial activity except as a passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognised air charter company (the word "passenger does not include any member of the aircrew or a technician working in or upon an aircraft)
  - e. criminal act or any illegal activities.
- 2. the insured being effected by intoxicating Liquor or a drug, unless the drug is taken under the direction of a legally qualified medical practitioner provided such direction is not for the treatment of drug addiction.
- 3. provoked murder or assault, intentional self-injury, suicide or any attempt there at while sane or insane.

- 4. Pregnancy childbirth or pre-existing physical or mental defect or infirmity.
- 5. Deliberate exposure to exceptional danger (Except in an attempt to save human life).
- 6. HIV (Human immunodeficiency Syndrome) and/or any HIV related illness including AIDS ( Acquired Immune Deficiency Syndrome, or AIDS Related Complex (ARC) However Caused and / or any mutant derivatives, Variation or treatment thereof however caused.
- 7. direct participation in riot or civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
- 8. an act (whether on behalf of any organisation, body or persons or group of persons calculated or directed towards the overthrow or influencing of the Government de jure or de facto or any provincial or local authority with force or by means of fear, terrorism or violence.
- 9. ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.

# TABLE OF BENEFITS DEATH AND PERMANENT DISABLEMENT

1. Accidental Death - The Capital Sum - Maximum Rs.1,000,000.00

Permanent disablement (due to accident)The Following Percentages of the Capital sum – Maximum Rs.1,000,000.00 as per the policy Schedule attached.

Description of disablement		Percentage of Capital Sum
Loss of two limbs		- 100%
Loss of both hands, or of all fingers and both thumbs		100%
Total Paralysis		100%
Total Insanity		100%
Injuries resulting in being permanently bedridden		100%
Any other injury causing permanent total disablement		100%
Total & irrevocable loss of all sight in both eyes		100%
Loss of Arms t Shoulder		50%
Loss of Arm between Shoulder and Elbow		50%
Loss of Arm between Elbow and Wrist		50%
Loss of hand at Wrist		50%
Loss of leg - at hip between knee & hip below knee		50%
Total & irrevocable loss all sight in one eye		- 50%
Loss of four fingers and thumb of one hand		- 50%
Loss of Speech		50%
Loss of four fingers		- 40%
Loss of thumb	both phalanges	25%
	One phalanx	10%
Loss of index finger	Three phalanges	10%
	Two phalanges	8%
	one phalanx	4%

Loss of middle finger	three phalanges two phalanges one phalanx	6% 4% 2%
Loss of ring finger	three phalanges	5%
	two phalanges	4%
	one phalanx	2%
Loss of little finger	three phalanges	4%
	two phalanges	3%
	one phalanx	2%
Loss of metacarpals	first or second (additional)	3%
•	Third, forth or fifth (additional)	2%
Loss of toes	all	15%
	great, both phalanges	5%
	great, one phalanx	2%
other than great, if more than one		
-	toe lost, each	1%
Loss of hearing	both ears	75%
	one ear	15%

Where the injury is not specified the Company reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provisions of the Table of Benefits.

Permanent total loss of use of member shall be treated as loss of member. Loss of speech shall mean total permanent inability to communicate verbally.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100%. In the event of a total of 100% having been paid, all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100% if having been paid shall reduce the coverage under Benefit A by that amount from the date of accident until the expiration of the Policy.

## **CONDITIONS**

This Policy and the Schedule shall be read together as one contract and any words or expressions to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may-appear.

#### 1. NOTICE

Every notice or communication to the Company shall be in writing and sent to the Company. No alterations in the terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or initiated by an authorised representative of the Company.

# 2. CONDITION PRECEDENT TO LIABILITY

The due observance and the fulfilment of the terms provisions and conditions of this Policy by the Insured and in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company.

#### 3. MISREPRESENTATION/FRAUD

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated herein or omitted therefrom, or if this insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, than in any of these cases, this Policy shall be void.

#### 4. CHANGE IN RISK

The Insured shall give immediate notice in writing to the Company of any change in his or her occupation, business, duties or pursuits and pay any additional premium that may be required by the Company.

Before each renewal of the Policy, the Insured must notify the Company in writing of any injury, disease, physical defect or infirmity of which the has become aware or been affected.

#### 5. CLAIMS PROCEDURE

In the event of an accident within the meaning of this policy, notice thereof in writing must be given as soon as possible to the Company.

When notice is not received within 7 days after the occurrence of the accident a fair and reasonable explanation for the delay must be given, otherwise the claim will not be admitted. The company shall under no circumstance be under any liability in respect of any accident unless notice thereof be given to the Company within three calendar months of its occurrence or commencement in the event of death immediate notice must be sent to the Company.

All certificates, information and evidence required by the Company shall be furnished at the expense of the insured or any claimant hereunder-and shall be in such form and of such nature as the Company shall prescribe. The medical officer or other representative of the Company shall be allowed to see and examine the insured person's at all reasonable times as often, and in such manner as he may require.

The Company shall in the case of the death of the Insured person/s be entitled to have a post mortem examination at its own expense.

No compensation shall become payable unless the insured person/s shall have entered under the care of a qualified medical practitioner.

No Assignee of this policy shall be entitled to benefit hereunder except that payable in respect of death.

# 6. NON-ASSIGNMEN

This Policy is non-assignable and the Company shall not recognise or be affected by any trust change lien or assignment relating to this Policy. Any receipt or discharge which the Insured or his/her legal personal representative may grant to the Company for any capital sum or compensation under this Policy shall be deemed a final and complete discharge of all liability of the Company in respect of any and every injury or contingency (including death) resulting to the Insured in consequence of the accident whether resulting before or after the date of such receipt or discharge.

# 7. CANCELLATION

The Company may be notice in writing to the Insured under registered letter to his or her last known address give seven (7) days notice of their intention to terminate this Policy returning on demand a proportion of the Premium correspondence to the unexpired Period of Insurance. By like notice to the Company, the Insured may, at any time cancel this Policy, in which case the Company will retain the customary short period premium for the time the Policy has been in force.

#### 8. LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of one year after the time written proof of loss is required to be furnished.

# **Serious Illness Cover**

Cover for the medical expenses incurred in respect of the Person Insured/Beneficiary, less than seventy (70) years of age being diagnosed as suffering from any of the major illnesses defined, the company shall reimburse up to the amounts specified subject to the terms, conditions & exclusions contained herein.

This amount will be reimbursed only once during the currency of the policy provided that the illness had not been contracted within ninety (90) days from the date of commencement of the policy.

If more than one general insurance policy has been taken out from the company on the same Person Insured/Beneficiary, which grants reimbursement of medical expenses for major Illness, the aggregate amount payable by the company under the reimbursement of medical expenses for major Illness extensions of all such general insurance policies for any major illnesses shall not exceed the aggregate limit of Rs.1,000,000/- on all such policies issued for any one year, or the actual cost, whichever is less.

The major illnesses specified below must be diagnosed by a Registered Medical Practitioner or Medical Practitioners appointed by the Company, and must be supported by clinical, radiological, histological and laboratory evidence acceptable to the Company. Such medical evidence must be furnished at the expense of the Person Insured/Beneficiary.

No claim under this section shall be payable unless the Company is notified in writing within 14 days from the date of a major illness first diagnosed.

#### **SERIOUS ILLNESSES**

Acute Kidney Failure

Acute Liver Disease

Acute Lung Disease (Pneumonia)

Muscular Dystrophy

Acrtic Dissection

Permanent Blindness

Acute Cardiac Arrhythmia Emergency Major Organ Transplant

Heart Attack including Stenting and Bypass Permanent Deafness
Stroke (Ischemic/ hemorrhagic Strokes) Loss of Speech Organ
Coma excluding Diabetic and Liver conditions Multiple Sclerosis
Cancer Hepatitis A

Meningitis Guillain-Barre Syndrome

Pulmonary Embolism (Blockage of an Artery in the Lungs)

The Company shall not be liable to make any payment in respect of any Hospitalization or expenses incurred due to COVID 19 and related conditions

**Paralysis** 

It is further declared and agreed that the reimbursement of medical expenses in respect of the above major illnesses will be payable on proportionate basis maximum up to Rs. 500,000.00 subject to sectional limits, if admitted to a Private Hospital or a paying ward of a Government Hospital.

It is further declared and agreed that this cover will not be applicable in case a person Insured/Beneficiary enters a non-paying ward of a Government Hospital.

Ceylinco General Insurance limited reserves all rights to obtain any information, from any Doctor or any Medical Institution in respect of the treatment obtained by the person insured/Beneficiary at any time.

# WHAT YOU ARE COVERED FOR

The Company will reimburse the Person insured/Beneficiary up to the amount shown above in respect of the Hospitalisation Medical Expenses necessarily incurred in the geographical limits of Sri Lanka, as a result of the Person insured/Beneficiary being diagnosed as suffering from any of the major illnesses defined above.

# WHAT YOU ARE NOT COVERED FOR

The Company shall not be responsible for:

- 1 Claims arising directly or indirectly as a result of a Pre-Existing Medical Condition of the Person insured/Beneficiary.
- 2 Any expenses incurred other than the Hospitaisation expenses incurred for major illnesses listed above.
- 3 Expenses incurred within first 90 days from the effective date of cover

# **EXCLUSIONS**

The Company shall not reimburse expenses arising:

- Directly or indirectly by, happening through or in consequence of war, invasion, terrorism, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strike, riots & civil commotion or confiscation or nationalisation, or requisition or destruction of, or damage to property by or on the order of any Government, Public or Local Authority except as specifically provided herein to the contrary.
- 2 In respect of services of non-medical nature provided by a Hospital.
- 3 From the person Insured/Beneficiary engaging in any illegal or criminal act.
- 4 From any consequential loss whatsoever, claims shall only be paid for those losses which are specially stated under this insurance.
- As a result of injury sustained following participation in any dangerous or illegal activity or from driving on any surface other than the approved 'open' roads and highways designated for the use of private vehicle.
- 6 As a result of racing, rallying or go- carting of any kind or in any vehicle that has been adjusted for use in off road conditions.
- From suicide or attempted suicide or willful exposure to danger (except in an attempt to save human life), mental disorder, stress or depression, or the influence of or in connection with the use of alcohol or drugs.
- 8 From the person Insured/Beneficiary's needless exposure to a peril. The person Insured/Beneficiary must exercise reasonable care to prevent injury.
- 9 As a result of prosthesis, cosmetic, plastic or reconstructive surgery.
- 10 As a result of rehabilitation expenses including but not limited to, physiotherapy or any long term strength, fitness and rehabilitation programs.

# **CONDITIONS APPLICABLE**

- All certificates, information and evidence required by the Company shall be provided at the expense of the person Insured/Beneficiary. The person Insured/Beneficiary shall, when required submit to a medical examination on behalf of the Company at his/her expense. All such items shall become the property of the Company following the final settlement of any claim.
- 2 This insurance is non-transferable.
- 3. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this extension, all benefits there under shall be forfeited.
- 4. The person Insured/Beneficiary must exercise reasonable care to prevent an illness.
- 5. The name of insured shall be the holder of the above policy appearing in the Endorsement. If he/she is over 70 years of age or has been offered this extension or obtained a separate policy, then this benefit can be extended to a beneficiary named by the insured in the Application/Health Declaration form as mentioned the order of which has to be adhered as stated below and non-other than that;

**If married:** spouse or unmarried children or employees of the insured

If not married: parents or unmarried brothers and sisters or employees of the insured

**For Corporates:** The Company can mandate any permanent employee

6. If the cover is granted with a Motor vehicle, Motor cycle or a Property, the ownership of the Motor vehicle, Motor cycle or the property should be in place with the Insured, to eligible for a claim.

# **CLAIM PROCEDURE**

- In the event the person Insured/Beneficiary requires hospitalization due to a major Illness, He/She should give immediate notice to the Hotline 011 2 393939.
- The person Insured/Beneficiary should submit the original Diagnosis Card, Final bill, Cash paid receipt, relevant reports and any other additional information required by the Company, at the expense of the insured/beneficiary for reimbursement of the claim.

#### **ARBITRATION**

All differences arising out of this Policy shall be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within one calendar month after having been required so to do in writing by other party.

In case either party shall refuse or fail to appoint an Arbitrator within one calendar month after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrators or umpire respectively, and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator, arbitrators or umpire making the award, and it is hereby expressly, stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire shall be first obtained. If the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### **MPORTANT**

THE INSURED SHALL READ THIS POLICY CAREFULLY, AND IF ANY ERROR OR MISDESCRIPTION BE FOUND HEREIN, OR IF THE COVER BE NOT IN ACCORDANCE WITH THE WISHES OF THE INSURED, ADVICE SHOULD AT ONCE BE GIVEN TO THE COMPANY AND THE POLICY RETURNED FOR ATTENTION.