

**PERSONAL ACCIDENT INSURANCE**

**"MAWUPIYA RAKAWARANA"**

**POLICY NO. CO0118AP0005746**

**WHEREAS** the insured named in the Schedule hereto has by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to Ceylinco General Insurance Limited (hereinafter 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 person shall sustain bodily injury caused by accidental means which injury shall solely and independently of any other cause result in the Insured's permanent total disablement as hereinafter defined or 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 person the sum or sums of money specified in the Schedule.

IN WITNESS WHEREOF this Policy has been signed on behalf of CEYLINCO GENERAL INSURANCE LIMITED.



**Authorised Signature on behalf of  
CEYLINCO GENERAL INSURANCE LIMITED**

## COVERAGE

### 1) BODILY INJURY

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

#### Benefit

Total Permanent Disablement : The scale of compensation is occurring within Twelve (12) Months of bodily injury due to accident : stated in the Table of Benefits for Total Permanent Disablement

### 2) HOSPITALIZATION

The Company shall indemnify the Insured during the period of Insurance for the Medical Expenses incurred for accidental injuries in the manner and to the extent hereinafter provided and specified in the table of benefits of the schedule attached hereto.

## DEFINITIONS

1. 'Bodily Injury' shall mean injury suffered by the insured within the Geographical Limits of Sri Lanka caused solely and directly by accidental means and shall exclude bodily injury caused by sickness, disease or medical disorder.

2. Hospitalization

This section of Policy reimburses the Medical and/ or Surgical and Hospital Expenses, incurred by the insured within the geographical limits of Sri Lanka in a Hospital or a Private Registered Nursing Home, as an Inpatient, as a result of Sustaining Accidental Bodily Injury.

The amount payable will not exceed the actual costs of medical expenses and the maximum liability of the Company shall not exceed the limits of cover, less any deductible that has to be borne by the Insured as stated in the schedule attached hereto.



## SECTION 1- HOSPITAL OR NURSING HOME MAINTENANCE CHARGES

Reimburses :

- (1) Daily Room Charges
- (2) Intensive Care Unit charges upto a maximum of 10 days provided the Doctor in attendance has recommended that the patient should be confined to an Intensive Care Unit.  
and
- (3) Admission Fees  
Upto the total limit specified under Section 1 of the Table of Benefits.

## SECTION 2 - SPECIALISED SERVICES

Reimburses cost of :

- (1) Pre- Hospitalisation diagnostic tests
- (2) Physiotherapy Treatment
- (3) Ray Treatment
- (4) Pathological Tests
- (5) X- Rays
- (6) Scans and the likes

Upto the limit specified under Section 2 of the Table of Benefits.

## SECTION 3- ALL OTHER EXPENSES

Reimburses:

- (1) Doctor's charges which includes Surgeon's Fees, anesthetist's Fees, Radiologist's Fees, Special Consultant's charges, house officer's charges and fees charged by the Assisting Doctors.
- (2) Cost of drugs and injections prescribed by the Doctor in attendance.
- (3) Operational costs in the event of a Surgery which includes:

Theatre Charges  
Drum Charges  
Dressings  
Blood Transfusions  
Infusions  
Oxygen & its administration etc.

- (4) Expenses incurred on travel to obtain emergency treatment resulting in a hospitalization, within the geographical limits of Sri Lanka.





## EXCLUSIONS

The Company shall not be liable for claims directly or indirectly caused by or which results from :

1. The Insured engaging in or taking part in :-
  - a. armed forces, naval or air force service or operations;
  - b. professional sports;
  - 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. 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 threat at while sane or insane.
4. Pre-existing physical or mental defect or infirmity or any other Pre- existing conditions.
5. Deliberate exposure to exceptional danger (except in an attempt to save human life).
6. HIV (Human Immunodeficiency Syndrome) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations 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. Medical expenses due to sickness and/ or illness.
10. Death due to accidental or Natural cause.
11. 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  
PERMANENT DISABLEMENT**

1. Permanent Total Disablement caused due to an Accident - The following percentages of the Capital Sum of Rs. 500,000/- as per the Policy Schedule attached

<b>Description of Disablement</b>	<b>Percentage of Capital Sum</b>
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 Arm at 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%

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.



2. Reimbursement of In-patient Medical Expenses incurred as a result of an accident as below.

**LIMITS OF LIABILITY OF COVER (B)**

**(1) HOSPITALIZATION BENEFITS**

**Entitled Covers**

	<b>(RS.)</b>
Annual Limit	500,000
Event Limit	250,000

**(a) SECTION 1**

Total Hospital Room charges including admission fees per event	175,000
Maximum Room/ Intensive Care Unit charges per day	10,000

**(b) SECTION 2**

Specialized Services per event	75,000
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**(c) SECTION 3**

Operational Expenses, Medical Expenses and Emergency Transport	
Medical Expenses and Emergency Transport per event	250,000





## **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 fulfillment 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 Insured has become aware or been affected.

### **5. CLAIMS PROCEDURE**

In the event of an accident within the meaning of this policy including hospitalisation, intimation must be given immediately to our Hotline 0112393939 informing about the incident. However, if intimation is not received within 2 days after the occurrence of any event 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 event unless notice thereof be given to the Company within three calendar months of its occurrence or commencement. 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 such form and of such nature as the Company shall prescribe, within 150 days from the date of accident, if not received within 150 days claim will be treated as No claim

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.

**6. NON-ASSIGNMENT**

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 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 give notice in writing to the insured under registered letter to his or her last known address giving seven (7) days notice of their intention to terminate this Policy and shall return a proportion of the Premium corresponding 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.

**9. 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.

**10. PREMIUM WARRANTY**

This cover Attaches/ Continues only after premium has been paid on the due date and should be evidenced at the time of a claim.

**IMPORTANT**

**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.**



### Political Risks Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, tribal rising, military rising, insurrection, strike, riot, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;

2. Any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) or persons whether acting alone or on behalf of or in connection with an organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to the influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

This endorsement shall be paramount and shall override anything contained in this insurance inconsistent therewith. However, if the Insured has obtained Riots & Strike and Terrorism cover by payment of the additional premium, the coverage granted will be subject to the relevant endorsements attached and any liabilities whatsoever under such specific extensions shall be devolved solely upon the CEYLINCO GENERAL INSURANCE LIMITED.

Subject otherwise to the terms, conditions and exceptions of the within written policy.

CEYLINCO GENERAL INSURANCE LIMITED

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "CEYLINCO GENERAL INSURANCE LIMITED" around its perimeter. Below the stamp, the words "Authorized Officer" are printed.

Authorized Officer

CLAUSE I

RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND  
ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from.
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes./;
  - 1.5 any chemical, biological, bio-chemical release or exposure of any kind, or electromagnetic weapon.

**CYBER ATTACK EXCLUSION CLAUSE**

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strike arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile

CEYLINCO GENERAL INSURANCE LIMITED

