



Allianz Insurance Lanka Ltd.

Company No: PB 5179

Level 26-27, One Galle Face Tower, No.1A, Centre Road, Galle Face, Colombo 02.

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ALLIANZ PAB PREMIER INSURANCE POLICY

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PREAMBLE

Whereas the insured named in the Schedule being desirous of insuring in the manner, hereinafter mentioned as ALLIANZ INSURANCE LANKA LTD (hereinafter called the company) the persons named in the schedule as the lives insured (hereinafter individually referred to as “Insured”, whose Agent the insured shall be deemed to be for the purpose of this policy), has by a Proposal and Declaration which together with any other statement in writing relating to this insurance made by the Insured shall be the basis of this contract and be deemed to be incorporated herein, and as the insured has paid the premium for the policy period stated in the Schedule or for any further period of insurance for which we may accept the payment for this policy, we undertake that in the event of accidental bodily injury sustained by YOU during the policy period, we will make payment to you or your legal representative/nominee as per the benefits in the policy provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by YOU have been met.

Anura Perera

Chief Underwriting Officer

WHAT THIS POLICY COVER

Accidental Death

Loss of life of the insured person due to an accident – LKR 800,000/-

Loss of life due to an accident as a passenger in a car or as a pillion rider on a bike – LKR 800,000/-

Total and Permanent Disablement

Loss of eyesight/hand/feet or any of the organ due to an accident – LKR 800,000/-

Medical Expenses (within the main limit)

- a) Reimbursement of medical expenses incurred during the hospitalization of insured due to an accident in a private hospital – LKR 75,000/-
- b) If the insured is injured and requires government hospitalization, a daily cash allowance will be paid as specified in the schedule - LKR. 1,200/- per day up to a maximum of 40 days.

ADDITIONAL BENIFITS

Funeral benefit in the event of the death of the Insured person due to an accident – LKR 50,000/-

WHAT THIS POLICY DOES NOT COVER

This benefit does not cover injury or death resulting from such injury caused or aggravated directly or indirectly, in whole or in part by any one or more of the following:

1. Pre-existing physical conditions - any pre-existing physical weakness, defect or disease or by any injury sustained prior to commencement of the Insurance.
2. Hazardous sports - Racing of any kind other than on foot and any practice thereof.
3. Self-inflicted injury - an act or attempted act of self-injury, suicide or participation in any criminal act.
4. Alcohol and drugs - being under the influence of alcohol or drugs other than medicine prescribed by a registered medical practitioner.
5. Riot and Strike
6. Terrorism
7. War, Civil War (war of any kind)

8. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear or nuclear weapons material.
9. Accidents involving drones, unmanned aerial vehicles (UAVs), or unmanned aircraft systems (UAS) are not covered under this Policy.
10. This policy does not cover persons who are aged more than seventy-five years (75) and below eighteen years (18).

KEY DEFINITIONS

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

The company, we, our, us

Means Allianz Insurance Lanka Ltd

You, Your

Means the insured

Accident

Means sudden, unintended and fortuitous external and visible event.

Accidental Death

Means death resulting from Bodily Injury solely and independently of any other cause.

Application Form

Means the forms you signed to apply for this policy or document given to the company which contains information we relied on this policy.

Co-Payment (Excess)

Means the amount stated in the schedule of Benefits, which will be borne by the Insured in respect of each and every claim made under this policy.

Due Date

Means the date of commencement or renewal of cover as shown on the schedule or the date on which any subsequent, annual payment or premium falls due.

Insured

Means the policy holder named as insured in the policy schedule.

Policy Year

Means a period of 12 months starting from original inception (Start) date for this policy and each consecutive 12 months period for which this policy is renewed.

Schedule

The schedule to this policy headed “Policy schedule” which sets out key terms like the name of the policyholder, the insured persons, the benefits and the policy limits.

Premium

Premium, including renewal premium will be based on technical pricing.

Total and Permanent Disablement:

Means the bodily injury that totally, irrecoverably and absolutely prevents you from engaging in any kind of occupation.

CONDITIONS

It is important part of our contract that you observe the following general conditions.

Contract

This Policy and the Schedule shall be read together as one contract.

Geographical scope

This policy covers the insured person domiciled in Sri Lanka.

Renewal

Your coverage will be renewed for the next insurance year by payment of the renewal premium before the due date provided by the company.

Prompt notification of claim

Notice shall be given to the Company within 15 days of the accident.

Cancellation

We may cancel this Policy by sending you 07 days written notice, and the premium will be refunded on pro-rate. You may cancel this Policy by giving us 07 days' notice, and the premium will be refunded on short period scales.

Age

Insured person's age shall be based on his/her age at last birthday and between 18-75 years.

Fraud

If any claim shall in any respect be false or fraudulent means or any fraudulent devices are used by the insured person to obtain benefit under this policy, the policy will be cancelled immediately and all premium paid will be forfeited.

Applicable Law

The terms and conditions of this policy will be governed by and construed, determined and enforced in accordance with the laws of the Republic of Sri Lanka.

GENERAL EXCLUSIONS

Communicable Disease Exclusion

1. This insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease (e.g. any action taken in controlling, preventing or suppressing a Communicable Disease) regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

2.4. Notwithstanding the foregoing, losses directly caused by any otherwise covered peril under subject Policies and not otherwise excluded under this insurance agreement shall be covered.

Radioactivity Exclusion

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

The exclusion in respect of nuclear reactions shall not apply to radioactive nuclei being outside a nuclear plant and used or destined to be used for industrial, commercial, agricultural, medical or scientific purposes provided that no license valid for production, use, storage and disposal of nuclear matter has to be issued by any public authority due to local law.

Institute 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 strife 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 of any other electronic system in the launch and / or guidance system and/or firing mechanism of any weapon or missile.

CLAIMS HANDLING PROCEDURE

1. Notification of claim.

Immediately notify the Insurers by telephone or email as well as in writing, giving an indication of the nature and extent of loss or damage.

Hotline No 112303300 and Email ccnmclaims@allianz.lk

2. Basic Information Required,

The following details should be submitted with the claim notification.

In the event of a Death -

- Claim Form duly completed
- Death Certificate
- Postmortem Report
- Coroner's Report
- Copy of the Statement made to the Police
- Police Report
- Information on nominee and his/her relationship to the insured

In the event of a Permanent Total Disablement -

- Claim Form duly completed
- Medical Examination Report
- Diagnosis Card
- X-Ray
- Photographs of the injuries
- Any other Medical Documents
- In the event of a Temporary Total Disablement -
- Claim Form duly completed
- Medical Certificate issued by the treating doctor/hospital
- Medical Leave confirmation issued by the Employer
- Diagnosis Card
- Medical Examination Report

In the event of a Temporary Partial Disablement -

- Claim Form duly completed
- Diagnosis Card
- Medical Examination Report

The above are the basic documents that are required by the insurer to proceed with a claim. However, the claim documents requested may vary depending on the circumstances and nature of the loss and the insurer reserves the right to request additional documents/information as and when the need arises.

GRIEVANCES/COMPLAINTS HANDLING AND DISPUTE RESOLUTION PROCEDURE

1. How to make a complaint

In the event of a customer feels that he/she is dissatisfied with the manner in which they have been served at any of our customer touch points or if our products do not meet their expectation there are many avenues open to our customers to reach the Complaints Handling Unit and make a complaint.

The following facilities are made available for complaints to be lodged.

- (i) By visiting or writing to: The Customer Experience Management Unit at Allianz Insurance Corporate office premises or by visiting any branch office or by visiting to our Customer Care Centre, No 323, Union Place, Colombo 2.
- (ii) Direct Telephone contact: Manager – Customer Experience / Complaints Management Unit 0114788796 and 0114788814
- (iii) Complaints can be made via 24hrs
 - Hotline - General Insurance 0112303300
 - Hotline - Life Insurance 0112300400
- (iv) Email: email to reach us via info@allianz.lk
- (v) Website: customer feedback form available at www.allianz.lk
- (vi) Standard noticeboard displayed at every branch at the front office with the contact numbers/email to reach the Customer Complaints Handling Unit
- (vii) Letters addressing to the Complaint officer in-charge as shown below
 - Manager – Customer Experience
 - Allianz Insurance Lanka Limited,
 - Levels 26-27, One Galle Face Tower,
 - No 1 A, Centre Road, Galle Face, Colombo 02.

1.1.1 Language of preference: Customers could make the complaints in Sinhala, Tamil or English at their convenient and all correspondence with the complainant is followed in the language in which the complaint was made.

1.1.2 Documents and information to be produced along with a complaint by the policy holder/insured:

- (i) Name of policy holder
- (ii) Policy number/vehicle number/claim number
- (iii) Contact details such as telephone no's/email, postal address
- (iv) Subject of the complaint
- (v) Description of the complaint -in writing preferably (email/letter/fax/social media)
- (vi) Documents or evidence supporting the complaints
- (vii) Category of the insurance -Life, Motor or Non-Motor

1.2 Complaint Review Process

1.2.1 Registering/Recording of Complaints Every service, related complaints received at ranches/departments/Customer care center should be forwarded to Manager – Customer Experience via email or via the Complaint Management System. (CMS)

Each complaint is recorded in the Complaint Management System by the Complaints Handling Officers.

The system records are maintained with all the necessary information on the complaints, including,

- a) Name of policy holder
- b) Policy number/vehicle number
- c) Contact details/email
- d) Description of the complaint
- e) Date of receiving the complaint
- f) Category of the insurance -Life, Motor or Non-Motor
- g) Date of acknowledgement
- h) Status of the complaint - Resolved/pending/Partially resolved
- i) Date of closing the complaint
- j) Date of Resolution
- k) Description of Resolution

1.2.2 Acknowledgement of complaints

All complaints are recorded in the Complaints Management System within 3 days from the receipt of such complaint. CMS is an in-house developed application enabling to enter and monitor the complaints until the resolution is reached. A reference number for each complaint is provided along with an acknowledgement.

After receiving complaint in writing, acknowledgement shall be sent within 3 working days. The acknowledgement contains the ‘Reference number’ and ‘contact details’ of the person to be contacted in the event that customer requires to know the status of the complaint.

1.2.3 Analysis of complaints

- i. Every incoming complaint is categorized by the nature of the complaint. If the complaints are premium fraud related, misappropriation, wrong selling/mis selling, procedural violation, malpractices, data privacy & information security related, then complaints will be forwarded to the internal investigation unit for further investigations.
- ii. Customer Experience Management should also conduct the preliminary investigation in order to find out the facts and to resolve the complaints. However, the respective Department Head or Head of Branch/Regional Sales Manager and Provincial Sales Manager are required to support the Customer Experience Management unit to resolve the complaint within the set timelines.
- iii. If Complaint handler views that further inquiry needs to be conducted based on the preliminary findings, the respective head of the department or head of branch should be informed of the same. Accordingly, explanation should be called from the respective employee within (3) working days as per the Complaint Handling Procedure of the Company.

Role of Complaint Handling Unit

- a) The complaint shall be addressed to the respective department or operational unit by the Complaints Handling Unit. The status of the complaint should be kept informed and updated to customer.
- b) A Complaint Register shall be maintained and updated by Complaints Handling Unit of CRM and by the respective Departments.
- c) Complaints Handling Unit should update the Complaint Management System of the outcome. Meantime, HR should take appropriate action based on the findings by the Inquiry and the copy of the decision should be filed in the personal file of the employee/agent.

- d) The outcome of the inquiry should be informed to the respective Department head and internal Investigation unit and Legal & Compliance for their information and records.
- e) The complaints Register must be orderly maintained at the respective Branch as well.

1.2.4 Timelines in complaints handling and communicating resolution

Activity	Timeline
Recording of Complaints	Within 3 days from the receipt date
Acknowledgement of Complaints	Within 2 days from the receipt date
Resolution for the service-related complaints	Within 8 working days
Resolution for the Premium Misappropriation related complaints	28 Days –Subject to availability of the facts and evidence
Communicating the resolution to customer	Within 2 days from the decision taken the facts and evidence
Responding to the appeal	Within 4 weeks from the receipt date

In case an appeal, if the complainant not satisfied with the resolution given, he or she could contact the following officer.

Name	Kasun Yatawara
Designation Head of Market Management	Head of Market Management
Address	Allianz Insurance Lanka Limited, Levels 26-27, One Galle Face Tower, No 1 A, Centre Road, Galle Face, Colombo 02.
Mobile	775144972
Email	info@allianz.lk

Dispute Resolution Mechanisms / Legal Proceedings

In the event the customers are not satisfied with the resolution given by the company, we would advise them to refer their complaint to the either Insurance Ombudsman or Insurance Regulatory Commission of Sri Lanka (IRCSL).

In addition to the above, arbitration clauses are incorporated in non-motor and motor policies with regard to determining quantum and/or terms of the policy depending on the policy. Further, Life policies do not have an arbitration clause included.

Office of Insurance Ombudsman

No 143A, Vajira Road, Colombo 5.

Telephone – +94 11 250 5542 / +94 11 250 5041

Email – info@insuranceombudsman.lk

Website – <https://insuranceombudsman.lk/>

Director Investigations

Insurance Regulatory Commission of Sri Lanka

Level 11 East Tower, World Trade Center, Colombo 01.

Telephone – 0112396184-9 / 0112335167

Email – investigation@irsl.gov.lk / info@irsl.gov.lk

No action in law or equity shall be brought to recover under the policy until after the expiration of 60 days from the date of which proof of claim has been furnished in accordance with the policy conditions. The parties have agreed that the laws of the Republic of Sri Lanka shall apply in the event of any dispute, claim, question, or disagreement arising from or relating to this contract or the breach thereof, the parties shall use their best efforts to settle the issue. They shall consult and negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties through the Company's Complaint Handling Procedure.

Failing which, parties may refer such disputes to a competent court of jurisdiction in Sri Lanka.

GENERAL TERMS

Data Privacy & Protection

The Insurer is strongly committed to conducting its business in full compliance, and in accordance with applicable Data Privacy protection laws and regulations. All privacy related matters are governed by Allianz Privacy Notice which is available on the Insurer's official website <https://www.allianz.lk/dataprivacy-notice.html>. The said privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Further, the Insurer is committed to keep your Personal Data only so long as necessary to fulfill the purposes for which the data was collected for or to fulfill legal obligations.

Definition:

Personal Data - means any information relating to an individual pre-approved by the Claims Administrator of the Insurance Company.