

## PERSONAL ACCIDENT INSURANCE POLICY

As the Insured by a proposal or by giving information which shall be the basis of the contract be held as incorporated herein has applied to **Allianz Insurance Lanka Ltd** (hereinafter called the Company) for the insurance hereinafter contained and has paid or agreed to pay the required Premium as consideration for such insurance, this policy witnesses that if during the period of Insurance the Insured Person(s) named in the Schedule and following the Occupation therein described and no other for the purpose of this insurance shall sustain bodily injury caused solely by violent accidental external and visible means the Company subject to the Exceptions Provisions Conditions and to any memoranda endorsed hereon will pay to the Insured or his legal personal representatives as the case may require the sum or sums set out in the Schedule, in accordance with the percentages indicated

### WHAT THIS POLICY COVERS

If at any time when this Policy is in full force and effect and before the expiry of the period for which premiums are payable in respect of this Policy, the Insured person whose occupation has been described in the proposal :

- A. shall sustain any bodily injury resulting solely and directly from an accident caused by outward, violent and visible means and such injury shall within ninety (90) days of its occurrence solely, directly and independently of all other causes result in the death of the Insured person then the Company shall pay the sum insured specified in the schedule of the policy.
- B. shall sustain any bodily injury as a result of an accident caused by outward, violent and visible means (and proves the same to the satisfaction of the Company) which accident results in total and permanent disablement such that there is neither at the time disablement commences nor at any time thereafter, any work, occupation, or profession that the Insured person can ever be capable of doing or following to earn or obtain any wages, remuneration or profit, arising solely from violent, accidental and external means provided however, that such disablement must last for not less than six months in duration, and if it is thereafter admitted as total and permanent for the purpose of this clause, liability of the Company shall accrue as from the date of commencement of the disablement and the Company agrees, on receipt of satisfactory proof of such disability to pay the sum insured specified in the Schedule of the Policy.
- C. becomes subject to permanent partial disability as a result of an accident caused by outward, violent and visible means, and proves the same to the satisfaction of the Company, the Company agrees, on receipt of satisfactory proof of such disability to pay the proportion of the Sum Assured specified in the Schedule of the Policy, and in accordance with the percentages of such sum insured as indicated below :-

Total and permanent loss of/loss of use of :-

|   |     |
|---|-----|
| 01. sight in one eye except perception of light | 50% |
| 02. lens of one eye                             | 50% |
| 03. hearing in both ears                        | 75% |
| 04. hearing of one ear                          | 15% |
| 05. speech                                      | 50% |
| 06. thumb and four fingers of one hand          | 50% |
| 07. four fingers in one hand                    | 40% |
| 08. thumb (both phalanges)                      | 25% |
| 09. thumb (one phalanx)                         | 10% |
| 10. index finger (three phalanges)              | 15% |
| 11. index finger (two phalanges)                | 8%  |
| 12. index finger (one phalanx)                  | 4%  |
| 13. middle finger (three phalanges)             | 10% |
| 14. middle finger (two phalanges)               | 4%  |
| 15. middle finger (one phalanx)                 | 2%  |
| 16. ring finger (three phalanges)               | 8%  |
| 17. ring finger (two phalanges)                 | 4%  |
| 18. ring finger (one phalanx)                   | 2%  |
| 19. little finger (three phalanges)             | 6%  |
| 20. little finger (two phalanges)               | 3%  |
| 21. little finger (one phalanx)                 | 2%  |
| 22. all toes of one foot                        | 17% |
| 23. great toe (two phalanges)                   | 5%  |
| 24. great toe (one phalanx)                     | 2%  |
| 25. any other toe                               | 3%  |
| 26. One limb by severance                       | 50% |

D. shall sustain any bodily injury as a result of an accident caused by outward, violent and visible means (and proves the same to the satisfaction of the Company) which accident temporarily and totally disables him and prevents him from attending to his business or occupation of any and every kind, the Company agrees, on receipt of satisfactory proof of such disability, to pay 0.5% of the sum insured for every week of total disablement (not exceeding Rs.5,000/- per week) upto a maximum period of 52 weeks.

### 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. any pre-existing physical weakness defect or disease or by any injury sustained prior to that in respect of which a claim is made hereunder,
- 02. An act or attempted act of self-injury or suicide,
- 03. Being under the influence of alcohol or drugs otherwise than in accordance with the directions of a registered medical practitioner
- 4. Arising or resulting from the insured person(s) committing any breach of law with criminal intent,

5. the Insured Person engaging in motor cycling (as rider or passenger), or engaging in or practicing for winter sports, ice hockey, football, polo, hunting, mountaineering, parachuting, hang-gliding, underwater activities necessitating the use of breathing apparatus, any kind of race other than on foot, trial of speed or reliability, or using woodworking machinery driven by mechanical power,
6. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs,
7. As a result of any curative treatments or interventions that you carry out or have carried out on your body,
8. Arising out of your participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic,
9. Your consequential losses of any kind or your actual or alleged legal liability,
10. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these,
11. the Insured Person being in, on or entering into or descending from any balloon or aircraft, other than a fully licensed passenger carrying aircraft in which the Insured Person is traveling as a passenger other than as member of the crew and not for the purpose of under taking any trade or technical operation therein or thereon,
12. This insurance shall not apply to any Event consequent upon; War, Invasion, Act of Foreign Enemy, Hostilities or Warlike operations (whether war be declared or not) and/or Civil War, Mutiny, Strike, Riot, Civil Commotion assuming the proportions of or amounting to a Popular Rising, Military Rising, Insurrection, Rebellion, Revolution, Conspiracy, Military or Usurped Power and/or Martial Law or State of Siege or any of the events or causes which determine the proclamation or maintenance of material law or state of siege and/or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto government or to the influencing of it by Terrorism or violence and/or action taken by any member of the Armed or Police Forces whilst attempting to quell any such aforementioned acts, or whilst attempting to arrest or apprehend an Insured Person in connection with their direct or indirect participation or involvement in any such aforementioned acts. Whenever the Company disclaims liability under this Exception the burden of proving that the Event complained of was not occasioned or did not result from any excepted Event shall be on the person claiming benefit under this Policy,

lonising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and/or the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

14. This benefit does not cover persons who are aged more than sixty years,

#### PROVISIONS

1. Benefit D under the caption "What this Policy covers" shall be payable :
  - (i) at the end of the period of disability but interim payments at not less than 4 weekly intervals may be made at the discretion of the Company.
  - (ii) for not more than 52 weeks in respect of any one injury.
2. The Company shall not in respect of the same accident be liable to pay in respect of any one insured person more than one of the Benefits A to D nor shall more than one Benefit be payable in respect of the same period of time.
3. Benefits shall only be payable provided death occurs within 90 days or disablement commences within 12 months of the date of injury.
4. "Loss of limb" under benefit B, shall mean total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

#### CONDITIONS

##### 01. Policy and Schedule to be read together

This Policy and the Schedule shall be read together as one contract and any word or expression 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.

##### 2. Prompt notification of claim

Notice shall be given to the Company within 15 days of the accident and any accident likely to give rise to a claim. In the event of death immediate notice shall be given to the Company.

All certificates, information and evidence in such form and in such nature and within such time as the Company may reasonably require shall be furnished without expense to the Company.

##### 3. Rights of Company regarding medical examination and post-mortem

The Company shall be entitled in the case of non-fatal injury, to call for examination by a medical referee appointed by the Company whenever required by the Company and in the event of death to have a post mortem examination.

#### 04. Notice of increase in risk

The Insured shall give notice to the Company of any alteration whereby the risk of injury is increased and until the Company shall be advised of such alteration and shall have expressly agreed to accept liability for such altered risk the Company shall not be liable in respect of any injury due altogether or in part to such alteration.

#### 05. Adjustment of premium

Within one month from the expiry of this Policy or of any renewal thereof the Insured shall if the premium be adjustable furnish a statement of the total wages and salaries or such other particulars and information as the Company may require for the purpose of assessing any premium which may be due to or from the Insured subject always to any stipulated minimum premium.

#### 06. Arbitration Rights

If any difference shall arise under this Policy such difference shall be referred to an arbitrator

- (i) The arbitrator shall be appointed in writing by the parties in difference, of 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 the 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.
- (ii) In case of disagreement between the Arbitrators, the difference shall be referred to the decision of the Chairman/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 and the making of an award shall be a condition precedent to any right of action against the Company.
- (iii) 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 provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### 07. Observance of Policy terms

The due observance and fulfilment of the terms, conditions and endorsements of this Policy by the Insured/Insured person(s) or any claimant under this Policy in so far as they relate to anything to be done or complied with by the Insured/Insured person(s) or any claimant under this Policy and the truth of the statement and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### 08. Cancellation

We can cancel this Policy by sending you 07 days written notice, and if we exercise this right then premium will be refunded pro-rata. You can cancel this Policy by giving us 07 days notice, and if you exercise this right then only the Basic premium will be refunded after retaining premium according to our short rate scales as mentioned below.

| Period        | Percentage of Annual Premium |
|---------------|------------------------------|
| 1Week         | 12.50%                       |
| 1Month        | 25.00%                       |
| 2Months       | 37.50%                       |
| 3Months       | 50.00%                       |
| 4Months       | 62.50%                       |
| 5Months       | 75.00%                       |
| 8Months       | 87.50%                       |
| Over 8 months | Full Premium                 |

However, if any claim has been made, then no refund will be given when you cancel.

#### 09. Communications

Any communication meant for us must be in writing and be delivered to our address shown in the Schedule. Any communication' meant for you will be sent by us to your address shown in the schedule.

#### 10. Policy Changes

No change can be made to this Policy unless we have approved it, and confirmed our approval by endorsing the schedule. No one is authorized to make or confirm any change on our behalf.

#### 11. Territorial Limits

We cover Accidental Bodily Injury sustained during the policy Period anywhere in the world.

#### 12. Fraud

If you make or progress any claim knowing it to be false or fraudulent in any way, then this Policy will be void and all claims or payments due under it shall be lost.

### ENDORSEMENTS

#### PA 01 - Riot & Strike

Notwithstanding anything contained to the contrary in section 13 under „What this policy does not cover“ of the within written Policy, it is hereby declared and agreed that this Policy is extended to cover death or bodily injury of the person/persons described in the Schedule directly caused by riot and strike. The indemnity payable under the endorsement shall however not exceed LKR 10,000,000.00 in respect of any one Insured Person.

In consideration of the above, an additional premium is charged to the Insured.

it is declared and agreed that this extension is granted for and on behalf of the Government Fund for Strike Riot & Civil Commotion and Terrorism and any liabilities whatsoever under this specific extension shall devolve solely upon the said Fund.

It is further declared and agreed that no refund of premium shall be allowed under this extension.

Subject otherwise to the terms, expectations and conditions of this Policy.

#### **PA 02 - Terrorism**

Notwithstanding anything contained to the contrary in section 13 under „What this policy does not cover“ of the within written Policy, it is hereby declared and agreed that this Policy is extended to cover death or bodily injury of the person/persons described in the Schedule directly caused by an act (whether on behalf of any organisation, body or persons or a 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. The indemnity payable under the endorsement shall however not exceed LKR 10,000,000.00 in respect of any one Insured Person.

Provided always that no payment shall be made under this endorsement under weekly benefits referred to in the Schedule of this Policy.

In consideration of the above, an additional premium is charged to the Insured.

It is declared and agreed that this extension is granted for and on behalf of the Government Fund for Strike Riot & Civil Commotion and Terrorism and any liabilities whatsoever under this specific extension shall devolve solely upon the said Fund.

It is further declared and agreed that no refund of premium shall be allowed under this extension.

Subject otherwise to the terms, exceptions and conditions of this Policy.

#### **PA 03 - Motor Cycling Inclusion**

It is hereby declared and agreed that subject to the provisos set out below this Policy is extended to cover motor cycling (whether as a rider or a passenger) provided that:

- (i). at the time of the happening of an Event giving rise to a claim under this Endorsement the insured Person is wearing a safety helmet and the words in Exception 5 “motor cycling (as rider or passenger)” shall continue to apply in respect of engaging in or practicing for
- (ii). racing and hill climbing contests, reliability trials and speed or duration testing.

#### **PA 04 - Rugby Union Inclusion**

Notwithstanding anything contained to the contrary in section 06 under „What this policy does not cover“ of the within written Policy, It is hereby declared and agreed that the word “football” shall not apply to RUGBY UNION, provided that the Insured person shall not play for reward or remuneration or play against any person or team receiving or entitled to receive reward or remuneration for such playing.

#### **PA 05 - Football (Amateur Soccer) Inclusion**

Notwithstanding anything contained to the contrary in section 06 under „What this policy does not cover“ of the within written Policy, It is hereby declared and agreed that the word “football” shall not apply to SOCCER, provided that the Insured Person shall not play for reward or remuneration or play against any person or team receiving or entitled to receive reward or remuneration for such playing.

#### **PA 06 - Employment Accidents Only Insured**

This insurance shall only apply to an Event happening to the Insured Person in the course of and arising out of the employment of the Insured person by the Insured.

#### **PA 07 - Assault Only Insured**

This insurance shall only apply to an Event happening to the Insured Person whilst he is engaged in carrying or otherwise in charge of money in the course of and arising out of the employment of the Insured Person by the Insured.

#### **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/data-privacy-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