Allianz Insurance Lanka Ltd.
Company No: PB 5179
Levels 25-27, One Galle Face Tower, No. 1A, Centre Road, Galle Face, Colombo 02.
Tel : 0112 303 300 | Fax : 0112 309 999 | Website: www.allianz.lk | E-mail: info@allianz.lk

HEALTH CARE POLICY WORDING

This policy should be read carefully and if it is incorrect or does not provide the coverage required, it should be returned immediately for correction

Whereas the Insured named in the Schedule being desirous of insuring in the manner, hereinafter mentioned with ALLIANZ INSURANCE LANKA LTD (hereinafter called the Company) the persons named in the Schedule as the Lives Insured (hereinafter individually referred to as "Life 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 and/or Life Insured shall be the basis of this contract and be deemed to be incorporated herein, and as the Insured has paid to or agreed to pay to the Company the required premium as the consideration for this insurance, this Policy witnesses that if during the period of insurance any Life Insured shall contract sickness, which is contracted and begins after this policy has been in force for not less than sixty (60) days, or sustain accidental bodily injury, after the policy has been in force, which injury or sickness shall necessitate medical and surgical treatment as hereinafter defined, the Company will subject to the terms, limits, provisions, exceptions and conditions of or endorsed on this policy pay to the insured and indemnify in respect of any of the various expenses listed in the following table of benefits, which are recommended and approved by a Consulting Doctor(a person qualified by a degree in Western Medicine and duly licensed to practice within the geographical limits of Sri Lanka) and are incurred within fifty two (52) weeks after the inception date but not more than the amounts stated in the table of benefits or in the Schedule attached hereto whichever is less.

WHAT THIS POLICY COVER

1. All hospitalisation or Nursing Home maintenance charges incurred whilst as an inmate of one of the company approved hospital or nursing home, including all fees directly connected with the particular ailment which include X-rays, ECG, Specialist Consultation, Laboratory Tests, Surgeon's fees, Anesthetists fees etc

2. Whilst in a non-paying ward of a Government hospital, at an amount stated in the schedule, per day of the Sum insured in respect of item no 1 herein up to a maximum of 50 days per annum.

   The company's liability for the indemnity provided herein shall not exceed the sum specified in the policy schedule attached to this policy.

WHAT THIS POLICY DOES NOT COVER

1. Any disease suffered by the life insured during the first sixty (60) days from the date of commencement of the Policy.

2. **WAR AND WARLIKE SITUATIONS**

   Any injury from accident or any disease directly or indirectly attributable to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, conspiracy, 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, rebellion, mutiny, revolution, confiscation or nationalization, by or under the order of any government or public or local authority, 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 its government "de jure" or "de facto" or to the influencing of it by terrorism or violence or injury or disease caused by the life insured's active participation in riots and/or strikes or similar public disturbances.

3. **SUICIDE, VENEREAL DISEASE, PHYSICAL DEFECTS ADDICTION, EPIDEMIC AND PANDEMIC**

   Intentional self-injury, suicide, attempted suicide (whether felonious or not), alcoholism, drug addiction, venereal disease, allergy, insanity, psychotic, mental nervous disorder.

4. PREGNANCY & MATERNITY

a) Maternity, pregnancy or childbirth including any condition, illness, ailment or treatment remotely or otherwise connected with any of the above mentioned or any related condition including any routine or other medical examination, vaccination, inoculation, check ups or tests

b) Any pregnancy related ailments, complications and/or complexes.

c) Any Mechanical or chemical contraceptive methods of Birth Control or treatment pertaining to infertility, sub fertility, maternity or pregnancy including any condition, illness, ailment or treatment remotely or otherwise connected with any of the aforementioned including conception or non conception, childbirth, abortion or miscarriage excluding any obstetric procedure necessitated due to an Ectopic pregnancy.

d) Any consequences of childbirth or termination of pregnancy unless complicated by a medical condition necessitating treatment during the anti-natal stages of pregnancy or necessitating a special obstetric procedure.

5. AIR TRAVEL

Injury or illness arising from aviation, gliding or any other form of aerial flight other than as a ticket holding passenger in a fully licensed standard type of civil aircraft operated by a recognized airline on a regular route, or in a fully licensed standard type of civil aircraft having two or more engines operated by a recognized air charter company or owned by a commercial or industrial firm and piloted by a pilot holding a Commercial Pilot's License.

6. HAZARDOUS PURSUITS

Any hospitalization caused whilst the life insured is engaged in any of the following hazardous pursuits:-

Mountaineering or rock climbing necessitating the use of the ropes or guides, hand gliding, parachuting, professional sports, racing of any kind other than on foot and any practice therof pace-making, speed testing, potholing, winter sports, underwater activities requiring the use of artificial breathing apparatus and illegal activities, steeple chasing, aviation (other than as a fare paying passenger in a duly certified multi-engine fully licensed passenger carrying aircraft) or using woodworking machinery driven by mechanical power.

7. DENTAL, EYE AND ENT TREATMENT

Any hospitalization caused by dental conditions other than immediate accidental injury, any hospitalization for fitting eye glass, cost of spectacles, lenses and hearing aids or all routine medical examinations & checkups. Any hospitalization for cosmetic surgery, Cosmetic treatment, lens implant, "LASIK" lenses treatment and hearing aids except necessitated by an accidental injury occurring wholly during the period of Insurance.

8. TREATMENT NOT RECOMMENDED BY PHYSICIAN

Any hospitalization not recommended or undertaken by a qualified physician or undertaken in nature cure clinic or hydro or during periods of quarantine.

9. RESTCURES AND PREVENTIVE MEASURES

Any sanatoriums,spa or rest cures; or hospitalization undertaken as a preventive measure.

10. HOSPITALIZATION EXPENSES

a) Where the Company is not notified of the hospitalization within thirty (30) days of commencement of hospitalization.
b) Any treatment obtained from any acupuncture, homeopathic as out patients treatment.

11. VITAMINS

Any Vitamins or nourishment obtained by the life insured

12. Any Routine or other medical examinations or vaccination or inoculation or health check ups or tests which are not required for the treatment of an illness or injury including pregnancy.

13. Any conditions, illness, ailment or treatment remotely or otherwise connected with Menopause

14. Any injury or sickness for which the life insured or a dependent is entitled to benefits-under any Workmen Compensation Act

15. Professional fees charged by a member of the immediate family of the Life Insured.

16. Congenital conditions and/or any disability, abnormality or deformity which originated prior to commencement of insurance under this policy

17. Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident

18. Services of a non medical nature such as television, telephone, fax services, radio and other similar facilities provided by a hospital

19. Reusable medical equipments/apparatus

20. Violation or any attempt of violation of the law or resistance to lawful arrest.

21. Treatment arising from any geriatric, psycho-geriatric or psychiatric condition

22. Coloured contact lenses and disposable devices.
    Care and treatment for hair loss including wigs, hair transplant or any drug that promises hair growth whether or not prescribed by a specialist.

23. Charges for or in connection with any type of counseling.

24. Treatment for weight reduction whether or not prescribed or recommended by a medical practitioners.

25. Injury or illness caused by nuclear fusion, nuclear fission or radioactive contamination.

26. Recurrent ailments other than in the event of the life insured contracts such ailment for the first time during the currency of this policy, in which case the company will reimburse the expenses incurred in the usual manner until the end of the current policy period, but such ailments would automatically be excluded from the renewal of the policy.

CONDITIONS

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.

Notice

Written notice together with all relevant documental proof shall be given to the Company within one month of date of discharge in case of hospitalization. If the treatment was obtained as an outpatient, written notice together with all relevant documental proof shall be given to the Company within one month of date of the occurrence of any injury or of the commencement of any sickness in respect of which a claim may be made. Non-compliance with this condition by the insured, all benefits under this insurance shall be forfeited.

Receipts

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same, signed by an authorised officer of the Company, shall have been given to the Insured.

Reasonable care

During the course of this insurance the insured shall take all reasonable precautions to prevent accidents or illness and shall comply with all Statutory obligations where applicable.

Insurance with other insurers

The Insured shall inform the Company of any other Medical Insurance covers which is in force during the term of this Policy.

Claims procedure

All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured and shall be in such form and of such nature as the Company may prescribe. The Life Insured as often as required shall submit medical examination on behalf of the Company at Insured's own expense in respect of any alleged bodily injury or sickness.

The Life Insured shall, as soon as possible after the occurrence of any injury or the commencement of any sickness, obtain and follow the advice of a duly qualified Medical Practitioner, and the Company shall not be liable for any consequences arising by reason of the Life Insured's failure to obtain and follow such advice and use such appliances or remedies as may be prescribed.

Renewal

The Company shall not be bound to accept any renewal of this Policy or to send any notice of the renewal Premium becoming due. The Policy shall not be renewable in respect of any life Insured after the end of the Period of Insurance during which such life Insured attains the age of seventy (70) years.

Cancellation

This Policy either in its entirety or in respect of any particular life Insured may be cancelled by the Company at any time by registered letter sent to the Insured at his last known address,

By like notice to the Company the Insured may at any time cancel this Policy, in which case the Company will retain a proportionate premium on the company customary Short Period rates for the time the Policy has been in force either it its entirety or in respect of the said life Insured, as the case may be. The refund of premium, on cancellation by either party is subject to no claim having been lodged on the Company by the Insured or the life Insured during the Period of Insurance.

Company's right to examine the life insured

The company reserves the right to require the life insured to be examined by a medical practitioner appointed or approved by the Company in which event the Company will not make payment under the hospitalization benefit unless such medical practitioner certifies that the hospitalization of the life insured is or was necessary.

Existing ailments

The Insured shall inform the Company of any illnesses/sicknesses that were in existence prior to commencement of this Policy, and the Company shall not be liable to settle any claims made on such ailments unless the Company has agreed and accepted in writing to cover same on an additional premium.

Change in Risk

The Insured shall give notice in writing to the Company of any change in his address, business or occupation, or the trade or occupation of any Life Insured, or of the effecting by the Insured of other Surgical and Hospital Expenses Insurance in respect of the Lives Insured covered by this Policy, and on tendering any premium for the renewal of this Policy shall give notice in writing to the Company of any sickness, disease, physical, mental defect or infirmity which any Life Insured has become affected and of which the Insured or the Life Insured has become aware since the payment of the preceding premium.

Jurisdiction

This insurance shall be subjected Sri Lankan jurisdiction.

Insurance with other Insurers

The Insured shall inform the Company of any other Medical Insurance covers which is in force during the term of this Policy.

Time limit for liability

The Company shall not be liable for any payment after the expiration of 12 months from the happening of the event unless the claim is the subject of pending action or arbitration

Arbitration

If any difference shall arises as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference in accordance with the Arbitration Act No. 11 of 1995 of Sri Lanka. If they cannot agree upon a single arbitrator it could be referred 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 to do so 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, 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 Arbitrator, 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 Arbitrator (as the case may be) by whom the Arbitrator or umpire so dying was appointed. The Arbitration Tribunal shall before the commencement of the arbitration set out the procedure to be followed at the hearing but the following steps shall be mandatory before the hearing commences.

a) Both parties shall within the time stipulated by the arbitrators or within such further time as may be allowed by the arbitrator file their respective evidence by way of affidavits with supporting documents.

b) Thereafter, time may be given by the arbitrator to file affidavits in reply, with supporting documents. c) Oral evidence shall be confined only to the matters, which shall be specified by the arbitrators.

The Arbitration proceedings shall be held in Colombo and the language of the proceedings shall be in English. Only a retired judge of the Supreme court or Court of appeal of Sri Lanka or a lawyer with knowledge and expertise in commercial laws of at least 25 years standing qualified to practice in Sri Lanka can be appointed as an arbitrator or an umpire as both parties recognize that the applicable laws are the laws of Sri Lanka. The award made at an arbitration held as provided herein shall be final, conclusive and binding on the parties hereto.

The cost of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the Award.

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 making an award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage, if disputed 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 provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Observance of Policy Terms & Conditions

The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Forfeiture

It the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf or Life Insured to obtain any benefit under this Policy, or if the Injury/illness be occasioned by the willful act or with connivance of the Insured and/or Life Insured, or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection or in case of arbitration taking place in pursuance of Condition 8 of this Policy within three months after the Arbitrator, Arbitrators or Umpire shall have made their award, all benefits under this Policy shall be forfeited.

WARRANTY

PREMIUM PAYMENT WARRANTY

01. Notwithstanding anything herein contained but subject to clause 2 and 3 hereof, it is hereby agreed and declared that the full premium due and payable in respect of this insurance is required to be settled to the Insurer (The Company) on or before the premium due date specified in the Schedule of this Policy, Renewal Certificate, Endorsement or Cover Note (which shall be a date not exceeding 60 days from the date of inception of the policy) and in the absence of any such premium due date, the full settlement ofthe premium is required to be made or effected on or before the expiry of the 60th day from the date of inception of this Policy, Renewal Certificate, Endorsement or Cover Note (hereinafter referred to as the "due date").

    For the purpose of this warranty the "due date" shall be recognised from the date of inception or commencement of the coverage.

02. It is also declared and agreed that the settlement of the full premium on or before the due date shall operate as a condition precedent to the insurer's (The Company's) liability or an obligation to settle a claim under this Policy, Renewal Certificate, Endorsement or Cover Note.

    In the event any claim arises between date of commencement of this insurance and the "due date" for the settlement of premium, the insurer (The Company) may defer any decision on liability or postpone the settlement of any such claim until full settlement of the premium is effected on or before the "due date".

03. It is also declared and agreed that where the full premium payable hereunder remains outstanding as at the closure of business of the insurer on the "due date", then the cover under this insurance and any obligations assumed or imputed under this insurance shall stand to be cancelled, ceased and revoked immediately.

    However, such cancellation will not prejudice the rights of the insurer (The Company) to invoke any legal defenses or to recover the full or any part of the defaulted premium attributable to the expired period of the insurance.

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