

Policy No.....

WORLDWIDE TRAVEL INSURANCE

WHEREAS the Insured named in the Schedule herein being desirous of insuring in the manner hereinafter mentioned with **JANASHAKTHI GENERAL INSURANCE LIMITED** (hereinafter called the "Company") the persons named in the said Schedule as the Lives Insured (hereinafter individually referred to as "Life Insured") whose agent for the purposes of this Policy shall be deemed to be the Insured having made a proposal and signed a declaration which proposal and declaration together with any other statement in writing relating to this insurance made by the Insured and/or lives insured, it is agreed shall be the basis of this Contract and be deemed to be incorporated herein and WHEREAS the Insured has paid to the Company the Premium stated in the said Schedule as a consideration for the said Insurance for the period stated therein.

The Company agrees that if during the currency thereof, that is, at any time before the expiration of the said period, following the occurrence of an insured contingency resulting in loss, damage, injury, or illness sustained by an Insured Person arising out of or in the course of a 'Covered Trip', subject to the terms, conditions, limitations and exclusions contained in the policy, Janashakthi General Insurance Limited is hereby bound to compensate or indemnify any Insured Person named in the Schedule of Insured Persons as provided for in the Table of Benefits detailed below.

.....
DATE

.....
AUTHORISED OFFICER

(THE INSURED IS REQUESTED TO READ THIS POLICY AND SEEK
CLARIFICATION WHERE NECESSARY)

TABLE OF BENEFITS

SECTIONS COVERED	Sum Insured	
	Worldwide US DOLLARS	Deductibles US DOLLARS
1) Reimbursement of Inpatient Hospitalization Expenses	50,000/-	100/-
2) Personal Accident	25,000/-	Nil
3) Baggage & Personal Effects (Checked In)	500/-	50/-
a) Single item (unless specifically declared)	100/-	--
4) Passport Indemnity	250/-	50/-

WHAT THIS POLICY COVERS

SECTION 1 REIMBURSEMENT OF INPATIENT HOSPITALISATION EXPENSES

This section reimburses the Insured Person in respect of Hospitalisation charges incurred within 01 (one) calendar month of the date of accident or manifestation of illness, for all hospitalisation¹ charges incurred whilst as an inmate of such an institution, including all fees directly connected with the ailment as a result of the Insured Person falling ill or sustaining accidental bodily injury in the course of a Covered Trip, upto the amount of the sum insured stated in the Table of Benefits.

EXCLUSIONS APPLICABLE TO SECTION 1

The Company shall not be liable for:

1. Claims arising from any defect, infirmity, illness or condition which the insured person has prior knowledge of at the time of effecting the insurance.
2. Any expenses incurred in Sri Lanka, the Insured Person's country of domicile or as a continuation of treatment received overseas on a Covered Trip.
3. Expenses arising from childbirth, pregnancy or any medical complications resulting therefrom.
4. Any expenses incurred more than 01 (one) calendar month after expiry of the covered Trip.
5. The first US\$ 100 of each and every loss.

SECTION 2 PERSONAL ACCIDENT

This insurance shall pay according to the Table of Benefits if in the course of a Covered Trip, the Insured Person sustains bodily injury by accidental, visible and violent means which solely and independently of any other cause within 12 (twelve) calendar months of the date of the accident results in the Insured Person suffering:

- Death or
- Loss of two limbs or both eyes or

- Loss of one limb and one eye or
- Permanent total disablement

CONDITIONS AND LIMITATIONS OF SECTION 2

If an Insured person is aged 15 years or below, the death benefit is limited to US\$ 2,000/=.

2. Permanent Total Disablement means disablement which entirely prevents an Insured Person from attending to any business or occupation and which last 12 (twelve) consecutive calendar months and at the expiry of that period is beyond hope of improvement.
3. Loss of limb means permanent loss by physical separation of a hand at or above the wrist or a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
4. Loss of an eye means total and irrecoverable loss of sight of the eye.

SECTION 3 BAGGAGE & PERSONAL EFFECTS CHECKED IN

In the event of the Insured Person:

- i. Suffering loss of or damage to baggage and/or personal effects whilst on a Covered Trip, the Company will indemnify the Insured Person in respect of such loss or damage up to the sum insured stated in the Table of Benefits, subject to the maximum limitations as set out in the Table of Benefits.
- ii. Being temporarily deprived of his/her baggage and/or personal effects for a period in excess of (twelve) hours on his/her outward journey whilst on a Covered Trip, the Company will reimburse the Insured Person in respect of emergency purchases upto a limit of US\$ 150. Any amount so paid being deducted from any subsequent claim paid under (i) above.

CONDITIONS AND LIMITATIONS OF SECTION 3

1. Total loss or destruction of an insured item shall be dealt with on an indemnity basis up to the sum insured stated in the Table of Benefits, subject to the maximum limitation in respect of any one unspecified item.
2. The Insured Person shall at all times exercise reasonable care in the supervision of insured property.
3. A Property Irregularity Report must be obtained where the baggage or personal effects have been lost, damaged or delayed whilst in the custody of an Airline.

EXCLUSIONS APPLICABLE TO SECTION 3

The Company shall not be liable for:

1. Breakage of glass or china unless caused by an accident to the conveyance in which the Insured Person is traveling.
2. Loss or damage resulting from moth, vermin, gradual deterioration or wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container).
3. Claims resulting from confiscation by customs authorities or other such officials.
4. Losses where no Property Irregularity Report is obtained and which are not reported to the Police or appropriate authorities within 24 hours of discovery.
5. Breakage of sports equipment whilst in use or loss or damage to pedal cycles or hired equipment.
6. The first US\$ 50 of each and every loss.
7. Losses from unattended vehicles.
8. Delay, confiscation, errors or omissions in receipts, payments, accountancy or from depreciation in value.
9. Loss of money, credit cards, charge cards, travel cards. Bankers cards, cheques or travelers cheques etc.

SECTION 4 PASSPORT INDEMNITY

In the event of the Insured Person suffering loss of Passport whilst on a Covered Trip or during 72 hours immediately prior to commencement of such a trip, the Company will indemnify in respect of such loss up to the sum insured stated in the Table of Benefits, the reasonable costs incurred overseas in obtaining the replacement of the lost passport.

CONDITIONS AND LIMITATIONS OF SECTION 4

The Insured Person shall at all times exercise reasonable care in the supervision of insured property.

EXCLUSIONS APPLICABLE TO SECTION 4

The Company shall not be liable for:

1. A claim resulting from losses which are not reported to the Police or appropriate authorities within 24 hours of loss or as soon as is reasonably practicable and a written report obtained.
2. The first US\$ 50 of each and every loss.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS

The Company shall not be liable under this Policy for:

1. Any claim resulting directly or indirectly from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
2. a) Loss or destruction of or damage to any third party property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
(i) ionising radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Death, disablement, loss or expense arising from:
a) Mountaineering or rock climbing involving the use of breathing apparatus, any forms of operational duties as a member of the armed forces, professional entertaining, organized sports, international overland journeys anywhere, or aviation other than when traveling by air as a passenger.
b) Willful self-injury, suicide, attempted suicide, psychiatric disorders, deliberate exposure to exceptional danger (except in the attempt to save human life) or the Insured Person's own criminal act.
4. Death, bodily injury sustained or illness or disease contracted by any person exceeding 60 years of age
5. Winter sports, ski jumping, ski racing, ice hockey, the use of bob-sleighs or skeltons and loss of or damage to hired clothing, hired equipment and skis whilst in use.
6. Claims and expenses arising from treatment of alcoholism, alcohol abuse, drug abuse or from the taking of drugs not prescribed by a registered qualified medical practitioner, excluding always drugs prescribed for the treatment of alcohol abuse, drug abuse or drug dependency.

GENERAL CONDITIONS

1. It is a general condition of the insurance that it is not effected or a Covered Trip commenced:
 - a) after receipt of a terminal prognosis;
 - b) against the advice of a registered qualified medical Practitioner.
 - c) while receiving in-patient treatment or awaiting such treatment;
 - d) with the intention of obtaining medical treatment during the period of insurance.
2. The Insured Person shall as soon as possible following bodily injury sustained or sickness or disease manifesting itself for which insurance is provided under this policy, place himself under the care of and follow the advice of a registered qualified medical practitioner. There shall be no cover hereunder should the Insured Person fail to follow such advice or follow any treatment prescribed.
3. On the happening of any event likely to give rise to a claim under this certificate, written notice thereof shall be given to the Company immediately or as soon as reasonably practicable.
4. The Insured Person shall at his expense furnish to the Company such certificates, information and evidence as the Company may from time to time reasonably require, in the form and of the nature prescribed by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured Person to arrange a medical examination of the Insured Person from time to time, or in the case of death, upon reasonable notice to the Insured Person's legal representatives, to have a post-mortem examination of the body performed.
5. If any claim under this policy be fraudulent or fraudulent means are used to secure payments of benefit under this policy, then such action shall render this policy null and void and all claims hereunder shall be forfeited.
6. No sum under this policy shall carry interest and the Company shall not be affected by any notice of trust, charge, lien, assignment or any other dealing relating to the policy.
7. The Company may cancel this policy by giving seven days written notice to the Insured Person at his last known address and in such an event the premium for the period from the date of the cancellation up to the date of expiry of insurance shall be returned to the Insured Person on a pro rata basis. No return of premium shall be made to any Insured Person in respect of whom any claim has been paid or is outstanding under this insurance.
8. **Arbitration**
 - (i) In the event any dispute or difference arises in respect of any liability or quantum of the claim on this policy during such dispute or difference shall be referred to arbitration by a notice in writing as provided for herein.
 - (ii) The party who seeks to refer such dispute or difference to arbitration ("the First Party") shall name an arbitrator appointed by him in the said notice in writing, sent to the other party ("the Other Party") making such reference and request the Other Party to appoint another arbitrator.
 - (iii) In the event of the Other Party failing to appoint another arbitrator ("the second arbitrator") within thirty (30) days from the date of dispatch of the said notice, the arbitrator appointed by the First Party shall act as the sole arbitrator and make a final award as if the parties hereto have jointly appointed him to act as such sole arbitrator. If the Other Party appoints another arbitrator then the two arbitrators shall within twenty (20) days of the appointment of the second arbitrator appoint a Chairman as provided for in the section 6(3) of the Arbitration Act No. 11 of 1995 of Sri Lanka.

"The date of dispatch" shall mean the date on which such notice is dispatched by registered post and the postal frank or postal receipt shall be the conclusive proof thereof.
 - (iv) 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 Arbitrators file their respective evidence by way of affidavits with supporting documents.
 - b. Thereafter, time may be given by the Arbitrators 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.
 - (v) The Arbitration proceedings shall be held in the city of Colombo and the language of the proceedings shall be in English
 - (vi) 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 chairman as both parties recognize that the applicable laws are the laws of Sri Lanka.
 - (vii) The award made at an arbitration held as provided herein shall be final, conclusive and binding on the parties hereto.
 - (viii) It is hereby mutually agreed that the making of an award upon a reference to arbitration shall be condition precedent to any right of action of either party against the other party in respect of Such difference or dispute.

9. All words appearing in the gender of one sex shall be taken to include both sexes.
10. Cover under this policy is limited to Sri Lankan residents only.
11. Children are only covered when travelling and holidaying with their own parents(s).
12. All matters under this policy shall be dealt with according to the Laws of Sri Lanka.
13. The due observance and fulfilment of the terms and conditions of this policy in so far as they relate to anything to be done or complied with by the insured shall be a condition precedent to any liability of the Company to make any payment under the policy.
14. 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 to 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.
15. All claims are payable in Sri Lankan Rupees, at rates of exchange prevailing on the date of settlement.

16. Jurisdiction Clause

The Indemnity provided by this policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Sri Lanka, nor to orders obtained in the said Court for the enforcement of judgements made outside Sri Lanka, whether by way of reciprocal agreements or otherwise.

17. Time limit of Liability

The Company shall not be liable for loss or damage after the expiration of 12 months from the time of happening of the loss or damage unless the claim is subject to a pending action or arbitration.

18. Premium Payment Warranty

Notwithstanding anything herein contained but subject to 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 agreed with the Company (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 of the 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 recognized from the date of inception or commencement of the coverage.

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".

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 canceled, 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.

DEFINITION

"Covered Trip" is deemed to mean the period of time from the point of checking in at any Sri Lankan port for the purpose of foreign travel up to the point of customs clearance on return to any Sri Lankan port, subject however to the policy period.