



## **PERSONAL ACCIDENT POLICY**

In Consideration of the Policyholder (herein after called You & Your) named in the Schedule hereto paying Orient Insurance Ltd (herein after called We, Our or Us) the Premium mentioned in the Schedule and on the basis of the proposal and declaration provided which forms part of this policy, we agree subject to the terms, conditions and exclusions contained in or endorsed or otherwise expressed on this Policy to insure in the manner and to the extent hereinafter provided in the respective Sections specified in the Schedule or added hereto by endorsement signed by or on behalf of Us during the Period of Insurance specified in the Schedule or during any subsequent period for which You shall pay and We shall agree to accept the premium required for the renewal of this Policy.

The insurance provided under this policy is only with respect to such and so many of the coverages as are indicated by a specific amount set in the Schedule

This policy will only be in force if the Schedule is signed by an authorized person of Orient Insurance Ltd.

### **SECTION I: GENERAL DEFINITIONS**

We use certain words in this policy and Schedule, which have a specific meaning and are shown under the heading of Definitions in the policy. They have this meaning wherever they appear in the policy, including any endorsements, or Schedule and are shown in an initial capital letter. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice versa in both cases.

#### **Accident**

A sudden, unforeseen, uncontrollable and unexpected physical event caused by external, violent and visible means.

#### **Hospital**

A medically recognised establishment:

- (a) that holds a valid license if required by law to engage in the business/activity of providing health care services.
- (b) the primary function of which is to provide for the care and treatment of sick or injured persons, and
- (c) that has a staff of one or more Physicians actually available in its premises at all times, and
- (d) that provides a 24-hour nursing service and has at least one qualified and registered professional nurse present and on duty at all times, and

- (e) that has organized diagnostic and surgical facilities, either on its own premises or in facilities available to the Hospital on a pre-arranged basis, and
- (f) is not, except incidentally to its primary function, a clinic, nursing home, rest home, or convalescent home for the aged, or any similar institution.

### **Injury**

Accidental bodily injury resulting directly and independently of all other causes, which is sustained by the Insured Person during the Period of Insurance. "For the avoidance of doubt, the definition of Injury does not extend to the non-physical consequences (such as mental, nervous or emotional disorders, depression or anxiety) of any Accident and these are specifically agreed to be excluded for the purposes of this Policy."

### **Insured Person or People**

Any person, up to age **65** or as otherwise specified in the schedule. Cover applies until the end of the period of insurance in which the person reaches **65** or the age as specified in the schedule as the case may be.

### **Period of Insurance**

The period commencing on the Policy Effective Date and expiring on the Policy Expiry Date as referred to in the Schedule.

### **Physician**

A licensed practitioner of the healing arts acting within the scope of his license. The attending physician may not be (a) an Insured Person; (b) an Insured Person's spouse; or (c) a person who is related to an Insured Person or an Insured Person's spouse, in any of the following ways: child, parent, or sibling.

### **Pre-existing Condition**

A condition for which medical care, treatment, or advice was recommended by or received from a Physician or which was first manifested or contracted preceding the effective date of coverage.

### **Schedule**

The Schedule including Benefit Schedule shown in Section 1: Declarations and Schedule of Benefits.

### **Special Hospitals**

Hospitals specifically named in this policy by endorsement.

### **You, Your**

The policyholder shown in the schedule.

### **We, Our, Us**

ORIENT Insurance Ltd.

## **SECTION II: GENERAL POLICY EXCLUSIONS**

We will not pay any claim which results from loss destruction of or damage to property or expense, legal liability, or any other loss, directly or indirectly caused by or contributed to by or arising from:

1. Intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane; or
2. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kings, princes, and people of whatsoever nation condition or quality; or
3. Any period the Insured Person/s is or are serving in the Armed Forces of any country or international authority, whether in peace or war, and in such an event the We, upon Your written notification, shall return the pro rata premium or any such period of service;
4. Passive war risks in respect of
  - a) Photographers, cameramen/TV crews
  - b) Journalists (whether accredited or not)
  - c) Civilians and others involved in anti-terrorist activities or any activity involving explosives
5. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
6. Kidnap & Ransom
7. Losses other than those caused solely and directly by violent accidental external and visible means
8. Aviation risks other than as a passenger embarking, travelling in or disembarking from any fully licensed passenger carrying aircraft and not being a member of the crew.
9. Automatic passenger liability covers granted to airline operators or ticket agencies in respect of flying risks
10. Injury or accident while engaging in professional sports activity .
11. Ship's crews and stevedores
12. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment.
13. Loss sustained or contracted in consequence of the Insured Person being under the influence of alcohol or any drugs unless the intoxication is involuntary
14. For any loss of which a contributing cause was [Your or] the Insured Person's attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or Your [or the Insured Person's] resistance to arrest; or
15. Any loss sustained while flying in any aircraft or device for aerial navigation except as specifically provided herein; or
16. Any Pre-existing condition; or
17. Congenital anomalies and conditions arising out of or resulting therefrom; or
18. For any opportunistic infection and/or malignant neoplasm, if at the time of the accident or sickness the Insured Person had an Acquired Immune Deficiency Syndrome (AIDS) or having an antibody positive blood test to HIV (Human Immune-deficiency Virus). Opportunistic infection shall include but will not be limited to pneumocystis carinii pneumonia, organism of Kaposi's Sarcoma, central nervous system lymphoma, and/or other malignancies now known or which become

- known as causes of death in the presence of Acquired Immune Deficiency Syndrome; or
19. Dangerous sports activities such as hang gliding or para-sailing, Parachuting, rock climbing or mountaineering, bungee or base jumping, wrestling, boxing or similar kinds of body-contact sports, hunting, racing, scuba-diving, pot-holing
  20. Any loss sustained while the Insured Person is participating in contests of speed using a motorized vehicle or bicycle; or
  21. Any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy;

**SECTION III: BENEFITS**

**ACCIDENTAL DEATH AND DISMEMBERMENT**

(Including Loss of Sight or Hearing)

We will pay a percentage of the Sum Insured shown in the Schedule if Injury to an Insured Person results in one of the losses shown in the Table of Losses below. The loss must occur within 180 days of the date of the Accident which caused Injury.

If more than one loss results from any one accident, only one amount, the largest, will be paid.

**Table of Losses**

<b>Loss of:</b>	<b>% of Sum Insured</b>
Life .....	100%
Both Hands or Both Feet .....	100%
Sight of Both Eyes .....	100%
One Hand and One Foot .....	100%
Either Hand or Foot and Sight of One Eye .....	100%
Speech and Hearing in Both Ears .....	100%
Either Hand or Foot .....	50%
Sight of One Eye .....	50%
Speech .....	50%
Hearing in Both Ears.....	50%
Thumb and Index Finger of Same Hand .....	25%

"Loss" with regard to:

- (a) hand or foot means actual complete severance through or above the wrist or ankle joints;
- (b) eye means entire and irrecoverable loss of sight; and
- (c) thumb and index finger means actual complete severance through or above the joint that meets the hand at the palm;
- (d) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

**Exposure**

For the purposes of the Accidental Death and Dismemberment benefits above, a loss as described above resulting from such person being unavoidably exposed to the elements due to an Accident will be payable as if resulting from an Injury. Loss must occur within 180 days of the date of the accident.

### **Disappearance**

We will pay the benefit for loss of life if the body of an Insured Person cannot be recovered within 180 days after the forced landing, stranding, sinking or wrecking of a conveyance in which such person was a passenger or, or as result of any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the policy, that such Insured Person shall deemed as having suffered loss of life within the meaning of the policy.

### **Exclusions:**

In addition to the general exclusions listed in this policy, this coverage section Accidental Death and Dismemberment shall not cover:

1. loss caused directly or indirectly, wholly or partly by:
  - a. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
  - b. medical or surgical treatment attributable to medical malpractice , except as may be necessary solely as a result of injury;
2. any bodily injury which shall result in hernia.

## **SECTION IV: BENEFITS**

### **PERMANENT TOTAL DISABILITY**

When as the result of Injury and commencing within **180 days** after the date of the Accident an Insured Person is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit, We will pay, provided such disability has continued for a period of 12 consecutive months and is total, continuous and permanent at the end of this period, the Sum Insured less any other amount paid or payable under the "Accidental Death and Dismemberment" portion of this policy as the result of the same Accident.

### **Definitions:**

**Permanent** - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement and certified to that effect by a competent and qualified Physician appointed by Us.

## **SECTION IV: BENEFITS**

### **PERMANENT PARTIAL DISABILITY**

A permanent partial disability which results from an accidental bodily Injury to an Insured Person which will probably continue for the rest of their life and certified to that effect by a competent and qualified Physician as appointed by Us.

Depending on the degree of permanent disability, we will pay a benefit as a percentage of the Sum Insured shown in the Schedule. The benefits we will pay for specific disabilities are shown below.

	<i>Percentage of Sum Insured</i>
i. Loss of toes – all	20%
Great – both phalanges	05%
Great – one phalanx	02%
Other than great, if more than one toe lost, each	01%
ii. Loss of hearing – both ears	75%
iii. Loss of hearing – one ear	30%
iv. Loss of four fingers and thumb of one hand	40%
v. Loss of four fingers	35%
vi. Loss of thumb – both phalanges	25%
-- one phalanx	10%
vii. Loss of index finger	
--three phalanges or two phalanges	
or one phalanx	10%
viii. Loss of middle finger	
--three phalanges or two phalanges	
or one phalanx	06%
ix. Loss of ring finger	
--three phalanges or two phalanges	
or one phalanx	05%
x. Loss of little finger	
--three phalanges or two phalanges	
or one phalanx	04%
xi. Loss of metacarpels	
--first or second, third, fourth or fifth	03%

"Loss" with regard to:

- (a) toe, finger, thumb or metacarpel means actual complete severance from the foot or hand;
- (b) eye means entire and irrecoverable loss of sight; and
- (c) hearing means entire and irrecoverable loss of hearing.

For a Permanent Partial Disability which is not provided for above, We may still be able to make a payment up to the sum insured listed in the Schedule. When more than one form of disability results from one Accident, We add the percentages from each together. However, We will not pay more than 100% of the sum insured shown in the Schedule.

If claim is payable for loss or loss of use of a whole member of the body, a claim for parts of that member cannot also be made.

We will assess at our discretion any disability not specifically mentioned by considering the nature of the disability alongside the percentages given to the specific types of disability above. The Insured Person's occupation will not be a relevant factor.

#### **SECTION IV: BENEFITS**

##### **TEMPORARY TOTAL DISABILITY**

We shall pay a weekly benefit amount during a period of continuous Temporary Total Disability of an Insured Person resulting from Injury, provided that:

- (a) such period of disability commences within **30 days** after the date of the Accident causing such Injury ; and
- (b) such amount shall be payable as stated in the Section V, as applicable to such person; and
- (c) the maximum period for which such amount shall be payable for any one such period of disability shall not exceed the maximum number of weeks payable stated in Section V, Declarations.
- (d) We will not pay more than the Insured Person's Gross Weekly Wage for the temporary total disability benefit.

The term **Temporary Total Disability** as used in this Coverage shall mean disability which wholly and continuously prevents such person from performing each and every duty pertaining to his occupation.

Any payment made under this benefit shall be deducted from any Accidental Death or Permanent Total Disability benefit which ultimately becomes payable under this policy as a result of the same accident.

##### **Definitions:**

The term **Elimination Period** as used in this coverage shall mean the number of consecutive days of Temporary Total Disability that must elapse before weekly benefits amounts become payable. The Elimination Period is shown in Section V, Declarations, Benefits. Weekly benefit amounts are not payable, nor do they accrue, during the Elimination Period.

## **SECTION V: WEEKLY BENEFIT**

Weekly benefit amount: 0.5% of the Sum Insured  
Maximum No. of weeks payable: 52 Weeks or 75% of net home weekly salary  
whichever is lower

**Elimination period: first 07 days after the accident**

## **SECTION VI: GENERAL POLICY CONDITIONS**

### **1. Entire Contract Changes**

This policy, together with the Schedule and Proposal, as well as any forms, riders and endorsements hereto, constitute the entire contract of insurance.

No change in this policy shall be valid until approved by Our authorized officer and such approval is endorsed hereon. No agent has authority to change this policy or to waive any of the provisions of this policy.

### **2. Consideration**

This policy is issued in consideration of the premium being paid in advance. No receipt for premium shall be valid except on Our official form.

### **3. Policy Period**

The policy shall become effective upon the Policy Effective Date and Time shown in in the policy schedule and shall continue in force until the Policy Expiration Date stated therein.

### **4. Renewal Conditions**

This policy may be renewed with Our consent by the payment in advance of the total premium specified by Us, which premium shall be at Our premium rate in force at the time of renewal. We, however, are not bound to give notice that it is due for renewal.

Unless renewed as herein provided, this policy shall terminate at the expiration of the period for which premium has been paid.

### **5. Associated Companies and Change in Risk**

If this policy covers associated companies, You must provide a list of these companies. If Your associated companies or Your business activities change from those You have told Us about and summarized in the Proposal and business description in the Schedule You must tell Us immediately. We must confirm in writing that We accept the changes.



## **6. Transferring the Policy**

We will not accept or be affected by notice of any trust or transfer or other dealing with, or relating to, this policy but Your receipt on behalf of Yourself or any Insured Person shall in all cases be an effective discharge to Us.

## **7. Cancellation**

We may cancel this policy at any time by giving 7 days written notice delivered to You, or mailed to Your last address as shown by Our records, stating when such cancellation shall be effective. In the event of cancellation, We will return promptly the pro-rata unearned portion of any premium You have actually paid. Such cancellation shall be without prejudice to any claim originating prior thereto.

If You cancel the policy, the earned premium shall be computed in accordance with Our short rate table for the period the policy has been in force, provided no claim has occurred up to the date of cancellation, in which case the whole premium shall be fully earned and no return of premium will be made.

## **8. Claims Notification**

It is a condition precedent to our liability hereunder that written notice of claim must be given to Us immediately after the occurrence or commencement of any loss that may be covered by the policy and in any event within [ 21 ] days thereafter. In case of death, written notice also for the death must, unless reasonable cause is shown, be given before internment cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight of amputation.

## **9. Claim Forms**

We, upon receipt of a notice of claim, will furnish You such forms, as We usually require for filing proofs of loss.

## **10. Time for Filing Claims Forms and Evidence**

Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if it was not possible to give proof within such time. However, no proof will be accepted if furnished later than one (1) year from the time the loss occurred.

## **11. Medical Examination**

We, at Our own expense, shall have the right and opportunity to examine the Insured Person(s) when and as often as We may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make a post mortem examination of the Insured Persons' body. It is further explicitly stated that the Insured Person undergoing such medical examination is a condition precedent to Our assuming liability under the policy.

## **12. Time of Payment**

Benefits payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid with a reasonable time upon receipt of due written evidence of such loss. Subject to due written evidence of loss all accrued benefits for loss for which this policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

## **13. Payment of Claims**

All Claims under this policy shall be payable in Sri Lankan currency. If We pay a claim under this policy and You accept the payment, We will not have to make any further payments for the same claim. All payments made by us in good faith will discharge us to the extent of such payment.

## **14. Interest on the Benefit We Pay**

We will not pay interest on any benefit We pay.

## **15. Arbitration**

If any difference or dispute shall arise as between Us and You as to the quantum of any claim or claims to be paid under this policy (liability otherwise having been expressly admitted by Us) then such difference shall, independently of all other questions, be referred to arbitration. The difference or dispute shall be the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within a period of 2 months of either Us or You giving written notice of the fact that there is a dispute or difference to be determined (liability otherwise having been expressly admitted) in accordance with the provisions of the Arbitration Act No.11 of 1995, as amended from time to time and for the time being in force.

## **16. Compliance with Policy Provisions**

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

## **17. Fraudulent and/or Dishonest and/or Deceitful Claim(s)**

We shall not be liable to make any payment under this policy including any refund premium in respect of any claim(s) if such claim(s) is in any manner fraudulent, dishonest or deceitful or supported by any fraudulent, dishonest or deceitful means or device(s) whether by You or any other person acting on Your behalf or with Your authority.

## **18. Conditions Precedent to Liability**

For the avoidance of doubt, your compliance with the terms and conditions of this Policy in so far as these relate to anything to be done by You or on Your behalf is a condition precedent to Our liability hereunder.

## **19. Effective Date and Termination Dates of Individual Insurance**

The persons eligible for inclusion as Insured Persons hereunder shall be all persons denoted in Item 3 of the Schedule, Declarations. Commencing on the date any such eligible person comes within any classification established therein, such person shall automatically become an Insured Person with respect to such insurance as is afforded by the policy as applicable to such person's class.

Any change in the insurance afforded an Insured Person, which results from a change of class of such person's, shall become effective on the date such person's class changes, provided that, if such person is absent from active full-time work because of injury on the date such changes in coverage would otherwise become effective, such change in coverage shall become effective upon the date such person returns to active full-time work.

Coverage with respect to any Insured Person shall immediately terminate on the termination date of the policy or at the time such person ceases to come within any such classification, whichever is earlier; provided however, that such termination shall be without prejudice to any claim originating prior thereto.

#### **20. Data Furnished by You:**

If requested by Us, You shall furnish Us with the names of all the initially insured, of all new persons who become insured and of all Insured Persons whose insurance is canceled, together with the data necessary for the calculation of premium. Failure on Your part to furnish Us the name of an Insured Person shall not invalidate his insurance, nor shall failure on Your part to report termination of insurance of a person continue such insurance in force beyond the date of termination determined in accordance with Provision 18 of this Section.

#### **21. Law**

This policy will be governed by the law of Sri Lanka. Other than as provided for in Clause 15: Arbitration above, any disputes will be dealt with by the Sri Lankan courts.

#### **22. Other Insurance**

If at the time of a claim there is another insurance policy or other contract in Your name which covers the Insured Person for the same expense or loss, We will only pay Our share of the claim. (Why is this This is a benefit policy, I think this should go away ) This does not apply to, Accidental Death, Dismemberment, Loss of Use, Permanent Total Disability which We will pay in full, subject to other provisions of this policy.

#### **23. Other Interest**

The Insured Person or the Insured Person's personal representatives cannot claim from or sue Us. If more than one person or company has an interest in the Insured Person, We will pay a benefit only once. (this is also misleading suggest deletion)

#### **24. Reasonable Care and Assistance**

You and each Insured Person must take all reasonable steps to avoid or reduce, as far as possible, any loss or damage.

In addition, You must assist and You must ensure that the Insured Person assists Us in any manner We may reasonably require in relation to the investigation or settlement of a claim or the preservation or enforcement of any rights of subrogation to which we may be entitled.