



# **SMART TRAVEL**

## **OVERSEAS TRAVEL** **INSURANCE**

**POLICY NO. ATO/HO/08/0006**

## **SCHEDULE**

<b>Policy No.</b>	:	ATO/HO/08/0006
<b>Class of Insurance</b>	:	Travel Insurance
<b>Policyholder</b>	:	Standard Chartered Bank, Sri Lanka
<b>Insured</b>	:	Standard Chartered Bank Gold Credit Cardholders
<b>Beneficiary</b>	:	Standard Chartered Bank Gold Credit Cardholders
<b>The Benefits</b>	:	As per attached Table of Benefits

## TABLE OF BENEFITS

When the cardholder charges their entire RETURN air ticket fare to their Standard Chartered Credit Card, they will be entitled to the following Insurance schemes.

Description of Benefit	Gold Card	Deductible
Common Carrier Personal Accident- Death, Permanent Total Disablement, Loss of 2 limbs/2 eyes – 100%, Loss of 1 Limb/1 eye – 50%	USD 100,000/-	Nil
Personal Accident- Death, Permanent Total Disablement, Loss of 2 limbs/2 eyes – 100%, Loss of 1 Limb/1 eye – 50%	USD 50,000/-	Nil
Travel Medical Insurance including Repatriation	USD 60,000/-	USD 100/-
Common Carrier Baggage Loss – Checked in Luggage only (50% per Bag and per article value maximum USD 100/-)	USD 2,000/-	USD 50/-
Baggage delay	USD 300/-	6 hours
Trip Cancellation	USD 250/- Beyond 5 hours	USD 50/-
Trip Delay – Max US \$ 100/- per day	USD 500/-	12 hours
Assistance Services	Included*	
Period of Coverage	90 days per trip	
Emergency Medical, Legal and Referral Services	Included*	

\*Included under the benefit limit of Accident & Sickness Expense Benefit.

# SMART TRAVEL OVERSEAS TRAVEL PROTECTION INSURANCE

## **IMPORTANT**

**Please make sure you read and fully understand this Document before you travel from the Republic of Sri Lanka.**

**Please read carefully the full details of the procedure for obtaining assistance and claims.**

**Failure to follow the instruction given could result in rejection of the claim**

Whereas the Insured has made to Allianz Insurance Lanka Ltd.(hereinafter called the “Company”), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following *terms, conditions, exclusions, and limitations*, to indemnify the Insured in excess of the amount of the *Deductible* and subject always to the *Sum Assured* against such loss as is herein provided.

### **A OPERATIVE PARTS**

#### **1. Section A: Personal Accident**

1.1 The Company will pay the **Section A Sum Assured** specified in the Schedule if the Insured sustains Accidental Bodily Injury during the course of The Insured Journey and such Bodily Injury is within 12 months of the date upon which it was sustained the sole and direct cause of the

1.1.1 Insured’s death,

1.1.2 Permanent Total Disablement,

1.1.3 Total and irrecoverable loss of both eyes or two limbs or of one eye and one limb

1.2 Provided always that the policy will not pay under more than one of the foregoing sub clauses in respect of the same accident and in excess of the amount stated in the schedule.

1.3 The company' will be liable to pay 50% of the Sum assured stated in the schedule in respect of the death of the insured person if the insured person’s age is under 16 years; to be calculated at the time of effecting this insurance.

#### **2. Section A: Personal Accident (Common Carrier)**

2.1 The Company will pay the **Section B Sum Assured** specified in the Schedule if the Insured sustains Accidental Bodily Injury whilst riding as a passenger in or on, boarding or alighting from, a Common Carrier and such Bodily Injury is within 12 months of the date upon which it was sustained the sole and direct cause of the

2.1.1 Insured’s death,

2.1.2 Permanent Total Disablement,

2.1.3 Total and irrecoverable loss of both eyes or two limbs or of one eye and one limb.

2.2 Provided always that the policy will not pay under more than one of the

foregoing sub clauses in respect of the same accident and in excess of the amount stated in the schedule.

- 2.3 The company will be liable to pay 50% of the Sum assured stated in the schedule in respect of the death of the insured person if the insured person's age is under 16 years; to be calculated at the time of effecting this insurance.

## **2 Section B: Medical Expenses & Medical Evacuation & Repatriation**

2.1 The Company will indemnify the Insured up to the Section B Sum Assured specified in the Schedule in respect of:

2.1.1 The Medical and related expenses incurred by the Insured for medical treatment outside Sri Lanka. The expenses covered would include physician services, hospital and medical services and local emergency medical transportation. Dental Services for immediate relief of dental pain are covered upto US \$500. However dental care rendered necessary as a result of a covered accident shall be subject to the limit of cover as stated in the policy.

2.1.2 Medical Evacuation to a hospital in the Republic Of Sri Lanka required as a result of Accidental Bodily Injury and/or Sickness and/or Disease occurring or having first manifested itself during an Insured Journey. The Medical Evacuation will have to be pre-approved by the Claims Administrator of the Insurance Company.

2.1.3 The Cost of repatriating the Insured's remains to Sri Lanka, or up to an equivalent amount for the burial or cremation of the Insured in the country where the death occurred in the event of the Insured's death outside of Sri Lanka as a result of Accidental Bodily Injury and/or Sickness and/or Disease occurring or having first manifested itself during an Insured Journey. These expenses should be pre-approved by the claims administrator prior to the remains are prepared for transportation to the Republic of Sri Lanka or for local burial or cremation.

**2.1.4** In case of *Medical Evacuation to hospital in Sri Lanka* as per 2.1.2 above and if approved by the *Claims Administrator*, and subject to the Section B Sum Assured remaining (if any), the Company will also indemnify the Insured in respect of the Medical Expenses incurred by him within Sri Lanka to continue medical treatment commenced by the Insured outside of Sri Lanka, as a result of the Insured first having sustained Accidental Bodily Injury and/or Sickness and/or Disease during the course of the Insured Journey. The Company's liability to make payment hereunder shall be limited to a period of *90 days* from and including the date upon which the aforesaid Accidental Bodily Injury and/or Sickness and/or Disease occurring or first manifested itself, and to Medical Expenses at the Usual and Customary Level.

2.1.5 The deductible applicable as per the schedule of the policy would be applicable in respect of each and every claim made under the policy and the company's liability in all claims put together under Section B would be restricted to the Section B Sum Assured as per the schedule of the policy during the policy period.

### **Exclusions applicable to Sections A & B**

2.2 The Company shall be under no liability to make payment in respect of any routine physical or other examination where there is no objective indication of impairment of normal health, and for medical treatment obtained within the Republic of Sri Lanka save as provided for under Section B 2.1.4

2.3 The Company shall be under no liability to make payment of any Medical Expenses incurred beyond the expiry of the Policy Period, save as provided for under Section B 2.1.4.

2.4 The Company shall be under no liability to make payment hereunder in respect of any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

2.4.1 Where the insured is:

2.4.1.1 travelling against the advice of a Physician; or

2.4.1.2 receiving or on a waiting list for specified medical treatment declared in the Physician's report or certificate provided by the Insured in his proposal; or

2.4.1.3 travelling for the purpose of obtaining treatment; or

2.4.1.4 in receipt of a terminal prognosis for a medical condition.

- 2.4.2 Suicide, attempted suicide or wilfully self inflicted injury or illness, mental disorder, anxiety, stress of depression, venereal disease, alcoholism, drunkenness or the abuse of drugs.
- 2.4.3 Any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variation thereof however caused.
- 2.4.4 The participation of the Insured unless under supervision of a trained professional in winter sports, mountaineering (where ropes or guides are customarily used), riding or driving in races or rallies, caving or potholing, hunting or equestrian, skin diving or other underwater activity, rating or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), scuba diving at a depth of more than 30 meters, professional sports or any other hazardous or potentially dangerous sport.
- 2.4.5 The participation of the Insured in riding or driving in races or rallies.
- 2.4.6 Losses arising from Accidents as a driver on motorised vehicles unless at the time of the Accident the insured is in possession of a current full international driving licence and while riding a two wheeler is wearing a safety crash helmet.
- 2.4.7 Losses arising directly or indirectly from manual work or hazardous occupation, self exposure to needless peril (except in an attempt to save human life), or if engaging in any criminal or illegal act.
- 2.4.8 Pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing.
- 2.4.9 In respect of travel by the Insured to any country against whom the Republic of Sri Lanka has imposed general or special travel restrictions, or against whom it may be impose such restrictions, or any country which has imposed or may impose subsequently, such restrictions against travel by a citizen of the Republic of Sri Lanka to such country.
- 2.4.10 The cost of dentures, dental appliances, false limbs, hearing aids, contact or cornel lenses or spectacles (prescribed or otherwise).
- 2.4.11 Treatment for any illness/sickness which was pre-existing prior to purchase of this policy.
- 2.4.12 Treatment of any congenital anomalies/defects.

### 3 **Section C: Loss of Checked Baggage**

The Company will pay the Insured up to the Section C Sum Assured specified in the Schedule in respect of the complete and permanent loss or destruction of the Insured's Checked Baggage

#### **Specific Conditions**

It is a condition precedent to the Company's Liability hereunder that upon discovering the loss of Checked Baggage the Insured shall obtain a relevant property irregularity report from the Airline and submit the same to the Claims Administrator in the event of a Claim.

- 3.1 The Company's liability to make payment shall not arise until liability is admitted by the Airline.
- 3.2 The company's liability will be restricted to maximum of 50 % per Bag and a maximum of USD \$ 100/- per article value (as per the schedule of the policy) of the sum insured for all pieces of checked in baggage put together. The deductible applicable is USD \$ 50/-
- 3.3 In case of the same baggage being covered under any other insurance the policy will contribute its rateable proportion.
- 3.4 The loss has to be reported to the appropriate police authority within 24 hours of the discovery of the loss, and in respect of which an official report has to be obtained.

- 3.5 Loss of personal money and documents will be covered during the trip whilst kept in safety deposit box only.
- 3.6 Loss of or damage to checked Baggage during the trip will be covered only subject to proof of ownership of the baggage.
- 3.7 The Company reserves the right to repair, replace or pay the intrinsic value of any lost or damaged article.

#### **Exclusions applicable to Section C**

- 3.8 The self-carried baggage is specifically excluded from the policy coverage.
- 3.9 Partial destruction of baggage or missing of contents from the baggage is not covered under the policy.
- 3.10 Loss or damage to the Insured's personal baggage as a result of the confiscation or detention by customs, police or any other authority.
- 3.11 Loss caused by the Insured's failure to take reasonable steps to guard against the loss of the personal baggage.

#### **4 Section D: Delay of Checked Baggage**

The Company will pay the Insured up to the Section D Sum Assured specified in the Schedule in respect of the Insured's emergency purchase of toiletries, medication and clothing to replace those contained in Checked Baggage, the arrival of which is delayed by more than 6 hours beyond the time of the Insured's arrival at the intended destination outside of Sri Lanka.

##### **Specific Condition**

It is a condition precedent to the Company's Liability hereunder that upon discovering the delay in arrival of the Checked Baggage the Insured shall obtain written non-delivery confirmation from the Airline along with the period of delay, which must be submitted to the Claims Administrator in the event of a Claim

In case of more than one claim during the insured journey the Company's liability in all claims put together will be restricted to the Section D Sum Insured. The time deductible of 6 hrs will apply separately for every claim.

#### **5. Section E: Trip Delay**

If the aircraft on which the insured is booked to travel outside Sri Lanka is delayed beyond 12 hours than the original scheduled departure time, the Company will pay sum mentioned in the schedule for every completed 12 hours delay excess of 12 hours, subject to the maximum amount mentioned in the schedule. However, the Company will not pay.

- A. For any departure which is delayed as a result of the insured or any other person who have arranged to travel with failing to check-in correctly as required by the airlines.
- B. For any delayed departure caused by strike or industrial action known to exist or was anticipated at the time the trip was booked.
- C. If the aircraft is taken out of service on the instructions of the Civil Aviation Authority or similar authority.

#### **6. Section F: Trip Cancellation**

The Company will indemnify the Insured Person in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel and/or accommodation up to the sum insured stated in the Table of Benefits, in the event of the Insured Person's travel being necessarily cancelled due to any cause listed below:

- i) The bodily injury or sickness of the Insured Person or the death, bodily

injury or sickness of the Insured Person's close relative, or fiancée.

- ii) The death, bodily injury or sickness of any person with whom the Insured person had arranged to travel, reside or conduct business of the close relative of fiancées of such person.
- iii) The Insured Person or any person with whom the Insured Person had arranged to travel, reside or conduct business being:
  - a. Quarantine or called for witness or jury service.
  - b. Called for emergency duty as a member of the armed forces, the defence of civil administration, the police force of the fire rescue, public utility or medical services.
  - c. Required to be present at his home or place of business in Sri Lanka following burglary or major damage.
- iv) The cancellation of scheduled flight caused by strike, industrial action, hi-jack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, provide that the event giving rise to such cancellation occurs after or is only announced after, the insurance is effected.

#### **IMPORTANT NOTE**

For the purpose of this insurance, close or immediate relative shall be deemed to mean: husband, wife, mother, father, mother-in-law, father-in-law, son or daughter

- 6.1 The *deductible* applicable as per the schedule of the policy would be applicable in respect of each and every claim made under the policy and the company's liability in all claims put together under Section F would be restricted to the Section F Sum Assured as per the schedule of the policy during the policy period.

#### **B DEFINITIONS**

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

- 7 "Insured" means the person named in the Schedule.
- 8 "Claims Administrator" means the person or organisation named in the Schedule.
- 9 "Medical Advisors" means the medical practitioners appointed by the Claims Administrator.
- 10 "Physician" means a qualified medical practitioner holding a valid license (issued by the appropriate authority in the jurisdiction within which he operates) and acting within the scope of such license. "Physician" shall not include any member of the Insured's family.
- 11 "Medical Expenses" means medical expenses (including those for medicines, Physicians, hospitals, ambulances, medical procedures and services) that in the written opinion of the Claims Administrator and the treating Physician, expressed at the time of examination or treatment of the Insured, are medically necessary in order to maintain life and/or relieve immediate pain or distress caused by Sickness and/or Disease and/or Accidental Bodily Injury first manifested and/or sustained during the Policy Period.
- 12 "Loss of Eye" means the total and irrecoverable loss of sight from either or both eyes.
- 13 "Loss of Limb" means the loss of one or both hands or one or both feet by permanent physical severance at or above the wrist or ankle, and includes the total and permanent loss of use of either or both hands or either or both feet.

- 13.1 “*Checked Baggage*” means the baggage offered by the Insured and accepted by an Airline for international transportation in the same aircraft as the Insured and for which the airline has provided a baggage receipt, and the contents of the baggage checked in by the Insured so long as such contents do not violate any Airline policy or rule restricting the nature of items that may be carried on board its aircraft.
- 14 “*Policy Period*” means the period between:
- 14.1 the commencement date specified in the Schedule, being the date upon which the Insured first boards the mode of transportation by which it is intended that he shall finally leave Sri Lanka for the Insured Journey or the actual date upon which the Insured boards as aforesaid so long as that is within 14 days of the commencement date as specified in the Schedule, and
- 14.2 the expiry date specified in the Schedule (provided that this Policy shall automatically be extended for a period of 7 days if the completion of the Insured Journey is delayed solely because of a failure of public transportation or other services upon which the Insured was reliant) or the date upon which the Insured returns to Sri Lanka, whichever is earlier.
- 15 “*Accident*” and “*Accidental*” means a fortuitous event or circumstance that is sudden, unexpected and unintentional.
- 16 “*Family*” Means the Insured Person and/or the Insured Person’s Spouse and/or the Insured Person’s Eligible Children for which coverage is elected and premium is paid.
- 17 “*Age*” Means that Age of the Insured Person on his/her most recent birthday as per the English calendar, regardless of the actual time of birth.
- 18 “*Eligible Age Means*” Any person up to age 70, who holds a Gold credit card with Standard Chartered Bank. Cover applies until the end of the period of insurance in which the person reaches 70.
- 19 “*Card Holder*” Means the person who holds a Gold credit card with Standard Chartered Bank.
- 20 “*Eligible Children*” Means dependant children including adopted and step children of the Insured person between Ages six (6) months and eighteen (18) years (twenty three(23) years if attending as a full time student in an accredited Institution of Higher Learning) who are unmarried, who permanently reside with the Insured Person, and receive the majority of maintenance and support from the Insured Person.
- 21 “*Bodily Injury*” means any Accidental physical bodily harm but does not include any Sickness or Disease.
- 22 “*Usual and Customary Level*” means medical charges that:
- 22.1 do not exceed the usual levy of charges for similar treatment or allied services, in the locality where such treatment or allied services have been obtained; and
- 22.2 do not include charges that would not have been made if no insurance existed.
- 23 “*Policy*” means the *proposal*, the *Schedule*, the *Policy* documents and any endorsements attaching to or forming part hereof either on the commencement date or during the Policy Period.
- 24 “*Sickness*” means a condition or an ailment affecting the general soundness and health of the Insured’s body that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.
- 25 “*Disease*” means an affliction of the bodily organs having a defined and recognised pattern of symptoms that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.
- 26 “*Deductible*” means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy. The Company’s liability to make any payment under the Policy is in excess of the Deductible.
- 27 “*Theft*” means the dishonest misappropriation by any person of the Insured’s property with the intention to permanently deprive the Insured of that property.

- 28 “*Sum Assured*” means the amount stated in the Schedule against each relevant Section, which shall be the Company’s maximum liability under this Policy (regardless of the number of the amount of Claims made) for any one Claim and in the aggregate for all Claims under such Section.
- 29 “*Claim*” means a Claim under an operative part of this Policy in respect of an insured event that has taken place or is likely to take place. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing and the Deductible shall be applicable to each section independently.
- 30 “*Airline*” means a public airline that holds a proper license for the jurisdictions in which it operates and that operates scheduled flights for passengers and cargo.
- 31 “*Schedule*” means the schedule, and any annexure to it, attached to and forming part of this Policy.
- 32 “*Insured Journey*” means a single journey during the Policy Period to a destination outside of Sri Lanka, which is undertaken (departure and arrival) during the Policy Period.
- 33 “*Medical Evacuation*” means the removal of the Insured from abroad to a hospital within Sri Lanka where necessary medical care can be accorded to him, including medical care required en route.
- 34 “*Property Damage*” means actual physical damage to tangible material property belonging to a third party.
- 35 “*Damages*” means monetary sums payable pursuant to judgements or awards but shall not include fines, penalties, punitive damages, exemplary damages, any non-pecuniary relief, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be deemed to be uninsurable under Sri Lankan Law.

**C GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS**

**36 Notification of Claims**

It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a Claim under any Section of this Policy, the Insured complies with the provisions set out below:

- 35.1 In respect of any Claim under Sections A and/or B, the Insured or, if deceased, his legal or other representative, shall immediately notify the Claims Administrator and provide him with the name of the Physician, the name and telephone number of the hospital at which treatment is being obtained, and the fact or matter giving rise to the need for medical treatment, and any other documentation or information that might be required or requested by the Claims Administrator.
- 35.2 For all other Claims, the Insured shall immediately, and in any event not later than 14 days after his return to Sri Lanka, notify the Claims Administrator and obtain a Claim Form for completion and return to the Claims Administrator along with supporting invoices and any other documentation or information that might be required or requested by the Claims Administrator.
- 35.3 The Insured shall not admit any liability or make any offer or promise of payment without the prior written consent of the Company.

**37 Reasonable Care**

The Insured shall take all reasonable and proper steps to safeguard and protect himself and his possessions against any fact, matter, circumstance or cause that might result in a Claim under this Policy, and shall not do or cause to be done anything that might enhance the likelihood of a Claim under this Policy (except in an attempt to save human life).

**38 Transfer of Interest**

This Policy of Insurance is a Contract between the Company and the Insured Person. The Insured Person shall not transfer, assign, alienate or in any way pass the benefits and/or liabilities to any other person, Institution, Hospital, Company or Body Corporate without specific prior approval in writing by a duly authorised officer of the Company. However, if the Insured Person(s) is permanently incapacitated or deceased, the legal heirs of the Insured may represent him in respect of Claim under the Policy.

**39 Assessment of Claim & Payment**

- 39.1 No sum payable under this policy shall carry interest.
- 39.2 The Company shall be under no liability to make payment in respect of any Claim until such time as the Insured has provided it and/or the Claims Administrator with whatever documentation and/or information may be requested and established the quantum of any amount claimed to the Company's satisfaction.
- 39.3 The obligation of the Company to make payments to the Insured in respect of Claims made after the Insured's return to Sri Lanka shall be to make payment in Sri Lankan Rupees only.
- 39.4 Specifically in respect of a Claim under Sections A and/or B:
  - 39.4.1 The Company's liability to make payment is in respect of those charges approved by the Claims Administrator prior to being incurred.
  - 39.4.2 If requested by the Claims Administrator and/or the Company, the Insured shall (at his own expense) furnish all certificates, information, proofs or other evidence in support of the Claim, present himself for medical examination by a Medical Advisor as considered necessary by the Claims Administrator and/or the Company, and the Insured agrees that the Claims Administrator and/or the Company may approach anyone who may have treated the Insured for information and/or documentation in respect of the Claim.

- 39.4.3 In the event of the Insured's death, the Company shall have the right to carry out a post mortem at its own expense.
- 39.4.4 Where the Insured is incapacitated or otherwise unable to give a valid release for the Claim, the Company may make arrangements to pay the Claim to the Insured's legal guardian or legal representative. Any payment made by the Company thereby in good faith shall operate as a complete and effective discharge of the Company's liability in respect of the Claim.
- 39.4.5 The Company shall not pay Medical Expenses except at the Usual and Customary Level.

#### **40 Arbitration**

- 40.1 If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to decision of a sole arbitrator in writing by the parties or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of the arbitrators comprising of two arbitrators, one appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The law of the arbitration will be Sri Lankan law, and the seat of the arbitration and venue for all hearings shall be within Sri Lanka.
- 40.2 It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.
- 40.3 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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained
- 40.4 If these arbitration provisions are held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Sri Lankan Courts.

#### **37. Fraud**

If the Insured shall make or advance any Claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all Claims or payments hereunder shall be forfeited.

#### **38. Cancellation**

This Policy may be cancelled by the Insured after the expiry of 14 days from the effective date, in writing to the Company as long as the Insured is able to establish to the Company's satisfaction that the Insured Journey has not commenced, and this Policy shall stand cancelled if the Insured Journey has not commenced within 14 days of the commencement date shown on the Schedule. Upon cancellation, the Company shall be entitled to deduct cancellation charges according to its Cancellation Scale subject to retaining a minimum of Rs.250/-. In case of any early return of the insured person prior to expiry of the policy period no refund of premium is payable.

#### **39. Notifications & Declarations**

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

#### **40. Subrogation**

The Insured and any claimant under this Policy, shall at the expense of the company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

#### **41. Governing Law**

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with the laws of Sri Lanka. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this policy shall not be waived or changed except by endorsement issued by the Company.

**42. Entire Contract**

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.

**43. Due Observance**

The due observance of and compliance with the terms, provisions, warranties 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 the Company's liability under this Policy.

**44. Contribution**

If, at the time of the happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

**D. General Exclusions Applicable to All Sections**

The Company shall be under no liability to make payment hereunder in respect of any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 47 The Insured's 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.
- 48 War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, civil unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.
- 49 The loss or destruction or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
- 50 Ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or
- 51 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
- 52 asbestosis or any related Sickness or Disease resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or products thereof.
- 53 The Insured's actual or attempted engagement in any criminal or other unlawful act.
- 54 Any consequential losses.
- 55 In respect of travel by the Insured to any country against whom the Republic of Sri Lanka has imposed general or special travel restrictions, or against whom it may be impose such restrictions, or any country which has imposed or may impose subsequently, such restrictions against travel by a citizen of the Republic of Sri Lanka to such country.
- 56 The Insured engaging in air travel unless he flies as a passenger on an Airline. For the purpose of this exclusion, air travel means being in or on, or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.