

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

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, that the Policyholder ensures that the Insured is made aware of and complies with the provisions (as will be relevant to the Insured) set out below, including Annexure 1 below:

- a. In respect of any Claim under sections A and/or B, the Insured or, if deceased, his legal or other representative, will immediately notify the Claims Administrator and provide the latter 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 may be required or requested by the Claims Administrator. **All hospitalisations must be notified to SOS International to accommodate claims under Section A**
- b. For all other Claims, the Insured will immediately, and in any event not later than 30 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.
- c. The Insured will not admit any liability or make any offer or promise of payment without the prior written consent of the Company.

Reasonable Care

The Insured will 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 will 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).

Transfer of Interest

The Insured may not transfer his interest in this Policy, but his/her legal representatives may represent him/her in respect of a Claim under this Policy if the Insured is incapacitated or deceased. The Insured will 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 is permanently incapacitated or deceased, the legal heirs of the Insured may represent him in respect of a Claim under the Policy.

Assessment of Claim & Payment

- a. No sum payable under this Policy will carry interest.
- b. The Company will be under no liability to make payment in respect of any Claim until such time as the Insured has provided it and/or provided the Claims Administrator with whatever documentation and/or information as may be requested and established the quantum of any amount claimed to the Company's satisfaction.
- c. The obligation of the Company to make payments to the Insured in respect of Claims made after the Insured's return to Sri Lanka will be to make payment in Sri Lankan Rupees only.
 - a. Specifically in respect of a Claim under Sections A and/or B:
 - i. The Company's liability to make payment is in respect of those charges approved by the Claims Administrator

- ii. If requested by the Claims Administrator and/or the Company, the Insured will (at his/her 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.
- iii. In the event of the Insured's death, the Company will have the right to carry out a post mortem at its own expense.
- iv. 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 will operate as a complete and effective discharge of the Company's liability in respect of the Claim.
- v. The Company will not pay Medical Expenses except at the Usual and Customary Level.

Fraud

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

Notifications & Declarations

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

Subrogation

The Insured and any claimant under this Policy, will 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 will 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 will be or become necessary or required before or after the Insured's indemnification by the Company.

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 will be a condition precedent to the Company's liability under this Policy.

Contribution

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

Dispute Resolution

If any dispute or difference will arise as to the quantum to be paid under the Policy or if any other doubt, dispute or difference arises concerning this Policy or any matter of whatsoever nature arising there under or the operation or the interpretation thereof or the rights, duties or liabilities of

the Insured under and/or in connection therewith, between the Company and the Insured the same will be referred to a competent court in Sri Lanka for judicial resolution.

Governing Law

The construction, interpretation and meaning of the provisions of this Policy will 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 will not be waived or changed except by endorsement issued by the Company.

Entire Contract

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

General Exclusions Applicable to All Sections

The Company will 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:

- a) 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.
- b) 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.
- c) 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:
 - I. Ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or
 - II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
 - III. 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.
- d) The Insured's actual or attempted engagement in any criminal or other unlawful act.
- e) Any consequential losses arising from a), b), c) and d) above.
- f) In respect of travel by the Insured to any country against whom the Republic of Sri Lanka had imposed general or special travel restrictions, or to any country which had imposed such restrictions against travel by a citizen of the Republic of Sri Lanka to such country prior to the departure of the Insured from Sri Lanka.
- g) The Insured engaging in air travel unless he flies as a passenger on an Airline/Common Carrier. For the purpose of this exclusion, air travel means being in or on, or boarding an Airline/Common for the purpose of flying therein or alighting therefrom following a flight.

SUBMITTING CLAIMS

ENTITLEMENT FOR BENEFITS

A claim form must be completed by the Insured and submitted within 30 days of arrival to Sri Lanka. This time limit may be extended subject to prior approval of the claims department of the Company where supporting accounts are not available on time. All accounts submitted in respect of expenditure incurred must be original and not photocopies. All claims requested relating to the travel benefits will be made to ALLIANZ INSURANCE LANKA LTD, No 92, Glennie Street, Colombo 02, Sri Lanka by complying with the requisite claim formalities. The Policy reference number for the Insured will be **TPS/ 63263**

DOCUMENTS REQUIRED FOR CLAIMS PROCESSING

Claim forms for all claims can be obtained from Allianz Insurance Lanka Ltd., American Express® Card Centre, or by sending an email to travel@allianz.lk or from the website www.americanexpress.lk.

1. All claims must be submitted within 30 days of arrival in Sri Lanka
2. Documents required and the procedure in respect of each type of claim **(for all types of claims, proof of travel tickets purchased through the use of the American Express® Credit Cards must be submitted by the Insured or his/her beneficiary);**

TYPE OF CLAIMS

Accidental Death

Documents required

The beneficiary of the Insured must submit the following:

- claim form
- birth certificate
- death certificate
- post mortem report
- copy of Return Air Ticket

The claims department of the Company will advise the beneficiary upon receipt of claim notification, of for any additional documentation/information.

Procedure

In case of a death or dismemberment whilst on an Airline/Common Carrier, all documents pertaining to the loss including correspondence with the Airline/Common Carrier must be submitted.

Accidental Dismemberment

Documents required

Same as **Overseas Emergency Accident & Sickness Medical Expenses, below**

Procedure

Same as **Overseas Emergency Accident & Sickness Medical Expenses, below**

Overseas Emergency Accident & Sickness Medical Expenses (Excess USD 50)

Documents required

- The claim form
- Doctor's reports
- Original administration/ discharge card
- Original bills/receipts/prescriptions
- Original X-Ray reports/pathological/investigative reports
- Copy of passport/visa with entry and exit stamp
- Copy of return air ticket

Procedure

In case of hospitalisation please, the Insured must retain safety in his/her possession all of the Insured's medical reports/bills/invoices/receipts.

Common Carrier Baggage Loss

Documents required

- The claim form
- Copy of the passport/visa with entry and exit stamp
- Copies of baggage tags
- Copies of correspondence with the Airline/Common Carrier authorities or other persons/authorities about loss of Checked in Baggage
- Property irregularity report (obtained from Airline/Common Carrier/Common Carrier)
- Details of compensation received from Airline/Common Carrier or other authorities, if any
- Original receipts of all additional expenses incurred due to the delay
- Copy of return air ticket

Procedure

The Insured will inform the Airline/Common Carrier/Common about Insured's loss and lodge complaints. All records pertaining to Insured's complaint and their response will be submitted to the Company.

Common Carrier Baggage Delay and/or Flight/Trip Delay (excess 4 Hrs)

Documents required

- The claim form
- Original bill of purchases made/expenses incurred due to the delay
- Copy of travel ticket and boarding pass
- Copies of correspondence with the Airline/Common Carrier/ authorities certifying the delay.
- Copy of return air ticket

Procedure

The Insured will obtain a written clarification from the Airline/Common Carrier regarding the delay and the cause of delay and will keep a record of hours of delay from the scheduled time. The Insured will also keep receipts of all additional expenses incurred due to the delay.

Trip Cancellation

Documents required

- The claim form
- Original travel tickets/bills of prepaid non-refundable expenses (travel and accommodation only)
- Death Certificate of Immediate Family member in case of death of Immediate Family Member
- Police report in case of burglary or attempt thereat at an Insured's place of residence or business.
- The claims department of the Company will advise the Insured of any additional documentation/information required upon receipt of claim notification.
- Copy of return air ticket

Personal Liability

Documents required

- Full statement of the facts in writing
- Witness statements
- Any other documents relevant to the incident, including summons, legal notices etc.
- Any other information relevant to the incident.
- The claims department of the Company will inform the Insured of any additional documentation/information required upon receipt of claim notification
- Copy of return air ticket

Procedure

The Insured will not commit him/herself to any benefit/compensation or enter into any agreements with third parties. The Insured will submit all documents pertaining to the personal liability along with a detailed statement to the Company.

Loss of Passport

Documents required

- Copy of the new passport with exit stamp
- Original bills/invoices of expenses incurred for obtaining a new passport
- Copy of the Police Report
- Copy of return air ticket

Procedure

The Insured will not commit him/herself to any benefit/compensation or enter into any agreements with third parties. The Insured will submit all documents pertaining to the personal liability along with a detailed statement to the Company.

Legal Fees

Documents required

- All information relating to the subject legal expenses to be give in writing along with the invoice.
- The claims department of the Company will inform the Insured of any additional documentation/information required upon receipt of claim notification
- Copy of return air ticket

Procedure

Submit the duly signed claim form and all the documents to the address of the Company given below:

Allianz Insurance Lanka Ltd.
No. 92, Glennie Street,
Colombo 02, Sri Lanka
Tel: +94 11 2300400 Fax: +94 11 2304404

Golfer's Hole in one

Documents required

- Duly signed claim form
- A letter from the USGA/ Golfing official certifying that the Insured has hit a hole in one.
- All the original receipts for the expenses incurred with regard to celebration of the hole in one.
- Copy of return air ticket

Procedure

The Insured will submit all documents to the Company

Tennis Winning Sets/Grand Prix Checkered Flag/ World Cup Specials/ Broadway All the Way/Smooth Sailing**Documents required**

- Duly signed claim form
- A letter from the respective officials certifying/confirming the cause of cancellation of the event.
- Original receipts of the expenses incurred to purchase the entry ticket
- Copy of return air ticket

Procedure

The Insured will submit all documents to the Company

Notes:

- Above listed documents and procedures are guidelines only. The Company may call for additional documents/information as relevant and it will be the duty of the Insured to take all reasonable actions/precautions to prevent/minimize any Accident/loss/damage.
- In the event any hospital does not submit a bill to the Insured for the treatment/service rendered, the Insured will inform SOS International before leaving such hospital.