

**LOLC General Insurance PLC**

Company Registration Number: PQ 00251202

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# **Travel Insurance Policy**

## **Policy Holder - Nations Trust Bank**

**POLICY NUMBER** : HODTAA\_G25266

**PERIOD OF COVER** : From 01<sup>st</sup> November 2024 to 31<sup>st</sup> October 2025 (Both days inclusive)

**TYPE OF COVER** : Travel Insurance (Open Policy)

**NAME OF POLICY HOLDER** : Nations Trust Bank PLC

**ADDRESS** : No. 242, Union Place, Colombo 02

**INSURED** : Any holder of an American Express SLA Platinum Credit Card, Centurion Platinum, Gold Card, Mastercard World, Mastercard Travel USD/EUR issued by the Bank including his/her immediate family accompanying his/her on an Insured an overseas Journey

Definition of 'Immediate Family Member' - Insured (card holders) person's legal spouse, unmarried children (from 30 days to age 18 or dependent unmarried children up to the age of 23 if in full time education and dependent upon their parents for support) who permanently reside with the insured and receive the majority of maintenance and support from the insured.

#### **ELIGIBILITY**

**:1.A** Any holder of an **American Express® SLA Platinum Credit Card, American Express® Centurion Platinum, American Express® Gold Card, Mastercard World**, issued by Nations Trust Bank PLC, who is **not more than 75 years of age** and his/her Immediate Family accompanying him/her on an Insured Journey and who has/have purchased his/her/their return trip Return Air Ticket using the said cards only.

**1.B** Any holder of an American Express® Credit Card or **American Express® SLA Platinum Credit Card, American Express® Centurion Platinum, American Express® Gold Card, Mastercard World** issued by Nations Trust Bank PLC, who is **age between 76 - 80 year** and his/her Immediate Family accompanying him/her on an Insured Journey and who has/have purchased his/her/their return trip Return Air Ticket using the said cards only will be eligible for **Diamond Club benefits** as per the Table of Benefits.

*(The above definition of the Insured includes both primary and supplementary holders of a Premium credit card)*

**1.C** Any person loading more than USD 1000 on the **TRAVEL CARD** will receive automatic cover for the specific trip for which he /she loaded USD 1000 provided he/she is less than 70 years of age, and the trip is less than 90 days.

<b>TRIP DURATION</b>	:	The maximum duration of any one covered trip shall be 180 days Consecutive days
<b>COVERAGE</b>	:	As per the 'Table of Benefits' attached herewith
<b>GEOGRAPHICAL LIMITS</b>	:	Worldwide (Excluding any Sanctioned Country)

Area of cover						
Worldwide	American Express® SLA Platinum Credit Card (USD)	American Express® Centurion Platinum (USD)	American Express® Gold Card (USD)	American Express® Corporate Card (USD)	Mastercard World (USD)	Mastercard World USD, EUR Travel and American Express® USD Travel (USD)
Benefits						
SECTION 1: MEDICAL EXPENSES						
Medical, Hospitalization, Pharmaceutical Expenses, and Surgical Expenses Abroad,	200,000	60,000	50,000	60,000	60,000	50,000
due to Accident / Sudden Illness	Deductible: 100	Deductible: 100	Deductible: 100	Deductible: 100	Deductible: 100	Deductible: 100
Repatriation of Mortal Remains to the Country of Residence						
Transport To a Properly Equipped Medical Facility/ Repatriation in Case of Accident / Sudden Illness (Medical Evacuation & Repatriation)						
Emergency Dental Care Abroad	2,000	750	750	750	500	NA
	Deductible: 50	Deductible: 50	Deductible: 50	Deductible: 50	Deductible: 50	
Travel Assistance Services 24 Hours	Covered					
SECTION 2: TRIP CANCELLATION & DELAY						
Trip Cancellation or Curtailment	2,000	1,000	750	1,000	1,000	750
Delayed Departure Abroad	3,000	1,000	1,000	1,000	1,000	1,000
	Deductible:	Deductible:	Deductible:	Deductible:	Deductible:	Deductible:
	6 hours	6 hours	6 hours	6 hours	6 hours	6 hours
Missed Flight Connection	150	75	75	75	75	50
SECTION 3: CHECKED-IN LUGGAGE						
Compensation For Loss of Checked-In Luggage	Per Bag 2,500	Per Bag 750	Per Bag 750	Per Bag 750	Per Bag 750	Per Bag 750
	Up to 5,000	Up to 1,500	Up to 1,500	Up to 1,500	Up to 1,500	Up to 1,500
Compensation For Delay in The Arrival of Checked-In Luggage	1,000	400	300	400	400	300
	Deductible: 6 hours	Deductible: 6 hours	Deductible: 6 hours	Deductible: 6 hours	Deductible: 6 hours	Deductible: 6 hours
Loss of Passport Abroad	1,500	750	500	750	750	500
Locating and Forwarding of Luggage and Personal Effects	Covered					
SECTION 4: PERSONAL ACCIDENT						
Accidental Death Abroad	500,000	200,000	100,000	200,000	200,000	100,000
Accidental Death (Common Carrier)	500,000	200,000	75,000	200,000	200,000	75,000
Permanent Total Disability						
SECTION 5: CIVIL LIABILITY BENEFITS						
Personal Liability	150,000	50,000	30,000	30,000	50,000	30,000
	Deductible: 150	Deductible: 150	Deductible: 150	Deductible: 150	Deductible: 150	Deductible: 150
Legal Assistance	50,000	25,000	10,000	15,000	25,000	10,000
Hijack	Per Day 200	Per Day 100	Per Day 100	Per Day 50	Per Day 100	Per Day 100
	Up to 2,000	Up to 1,000	Up to 1,000	Up to 500	Up to 1,000	Up to 1,000
SECTION 6: ADDITIONAL BENEFITS						

Golfer Hole in One	500	500	500	500	500	500
Grand Prix Special	1,000	1,000	1,000	1,000	1,000	1,000
Tennis Winning Set	750	750	750	750	750	750
World Cup Specials	500	500	500	500	500	500
Smooth Sailing	200	200	Not Applicable	Not Applicable	200	200
Broadway All the Way	100	100	Not Applicable	Not Applicable	100	100

**Section 01**  
**Table of Benefits for Diamond Club Benefits (76 - 80 Years)**

Area of cover - Worldwide	Diamond Club Benefits (76 - 80 Years)
Benefits	Limits up to USD
SECTION 1: MEDICAL EXPENSES	
Medical, Hospitalization, Pharmaceutical Expenses, and Surgical Expenses Abroad, due to Accident / Sudden Illness	Not Applicable
Repatriation of Mortal Remains to the Country of Residence	
Transport To a Properly Equipped Medical Facility/ Repatriation in Case of Accident / Sudden Illness (Medical Evacuation & Repatriation)	Not Applicable
Emergency Dental Care Abroad	NA
Travel Assistance Services 24 Hours	
SECTION 2: TRIP CANCELLATION & DELAY	
Trip Cancellation or Curtailment	1,000
Delayed Departure Abroad	1,000
	Deductible:
	6 hours
Missed Flight Connection	75
SECTION 3: CHECKED-IN LUGGAGE	
Compensation For Loss of Checked-In Luggage	Per Bag 1,000
	Up to 2,000
Compensation For Delay in The Arrival of Checked-In Luggage	500
	Deductible: 6 hours
Loss of Passport Abroad	500
Locating and Forwarding of Luggage and Personal Effects	
SECTION 4: PERSONAL ACCIDENT	
Accidental Death Abroad	Not Applicable
Accidental Death (Common Carrier)	
Permanent Total Disability	
SECTION 5: CIVIL LIABILITY BENEFITS	
Personal Liability	30,000
	Deductible: 150
Legal Assistance	25,000
Hijack	Per Day 100
	Up to 1,000
SECTION 6: ADDITIONAL BENEFITS	
Golfer Hole in One	500
Grand Prix Special	1000
Tennis Winning Set	750
World Cup Specials	500
Smooth Sailing	Not Applicable
Broadway All the Way	Not Applicable

## **IMPORTANT**

- Please make sure you read and fully understand this document before you travel from 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.
- International Sanctions - This Policy does not provide any coverage, benefit, or service for any activity that would violate any applicable law or regulation, including without limitation any economic/trade sanction or embargo

## **TRAVEL INSURANCE POLICY**

Whereas the Policyholder has made to LOLC General Insurance PLC (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 - Overseas Emergency Accident and Sickness Medical Expenses, Evacuation and Repatriation**

- 1.1 The Company will indemnify the Insured, up to the Section A Sum Assured (subject to the deductible) specified in the Table of Benefits in respect of:

1.1.1 The emergency medical and related expenses incurred by the Insured for medical treatment outside Sri Lanka. The expenses covered will include Physician services, hospital and medical services and local emergency medical transportation. Dental services for immediate relief of dental pain are covered up to limits stated in the table of benefits. However dental care rendered necessarily as a result of a covered Accident will be subject to the limit of cover as stated in the Policy.

1.1.2 Medical evacuation to the nearest hospital 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 Company.

1.1.3 In case of medical evacuation to as per 1.1.2 above and if approved by the Claims Administrator and subject to the Section A in the Table of Benefits sum assured remaining (if any), the Company will also indemnify the Insured in respect of the medical expenses incurred to continue medical treatment commenced by the Insured, 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 will be limited to a period of 60 days from and including the date upon which the aforesaid Accidental bodily injury and/or Sickness and/or disease occurred or first manifested itself, and to medical expenses at the Usual and Customary level.

- 1.1.4 The Company will be under no liability to make payment of any medical expenses incurred beyond the expiry of the Policy Period.
- 1.1.5 The cost of repatriating the Insured's mortal 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 will be pre-approved by the Claims Administrator prior to the remains being prepared for transportation to Sri Lanka or for local burial or cremation.

The Deductible applicable as per the Table of Benefits will be applicable in respect of each and every Claim made under the Policy and the Company's liability will be restricted to the Section A Sum Assured as per the Table of Benefits during the Policy Period.

#### **Exclusions Applicable for Section A**

- 1.2 The Company will be under no liability to make payment in respect of any routine physical or other examination where there is no objective indication of impairment or normal health, and for medical treatment obtained within Sri Lanka save as provided for under Section 1.1.3
- 1.3 The Company will be under no liability to make payment of any medical expenses incurred beyond the expiry of the Policy Period.
- 1.4 The Company will be under no liability to make payment hereunder in respect of any directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following
  - 1.4.1 Where the Insured is
    - 1.4.1.1 Travelling against the advice of a Physician; or
    - 1.4.1.2 Receiving or on a waiting list for specified medical treatment or
    - 1.4.1.3 Travelling for the purpose of obtaining treatment; or
    - 1.4.1.4 Travelling in respect of a terminal prognosis for a medical condition.
  - 1.4.2 Suicide, attempted suicide or willful or self-inflicted injury or Illness, mental disorder, anxiety, stress or depression, venereal disease, alcoholism, drunkenness or the abuse of the drugs.
  - 1.4.3 Any injury, illness, death, loss expense or other liability attributable to HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variation thereof however caused
  - 1.4.4 Pregnancy, childbirth, miscarriage, abortion or complication arising out of any of the foregoing.
  - 1.4.5 The cost of dentures, dental appliances, (which does not qualify under clause 1.1.1) false limbs, hearing aids, contact or corneal lenses or spectacles (prescribed or otherwise)
  - 1.4.6 Treatment for any illness/Sickness which was pre-existing prior to departure from Sri Lanka.
  - 1.4.7 Treatment of any congenital anomalies/defects.
  - 1.4.8 The additional cost of a single or private room at a hospital, clinic or nursing home except when the medical practitioner considers it necessary.
  - 1.4.9 Services, supplies or treatment, including any period of hospital confinement, which were not recommended, approved and certified as Medically Necessary by a Physician;



- 1.4.10 Elective, cosmetic, or plastic surgery, except as a result of an Accident;
- 1.4.11 The diagnosis and treatment of acne;
- 1.4.12 Organ transplants that a competent Physician considers experimental;
- 1.4.13 Child care such as medical examinations, vaccinations and immunizations of a child/children of the Insured;
- 1.4.14 Expenses which are not exclusively medical in nature;
- 1.4.15 Any expenses incurred in Sri Lanka subject to clause 1.1.3;
- 1.4.16 Eyeglasses, contact lenses, hearing aids, and examination for the prescription of fitting thereof, unless injury or Sickness has caused impairment of vision or hearing;
- 1.4.17 Treatment provided in a government hospital or services for which no charge is normally made;
- 1.4.18 Medical expenses covered under any workman's compensation insurance scheme;
- 1.4.19 Routine or other medical examinations or vaccinations or inoculations which are not required for the treatment of an illness or injury including pregnancy.
- 1.4.20 Ayurveda treatment
- 1.4.21 Illnesses caused or contributed by a pre-existing condition.
- 1.4.22 Any medical appliances and/or devices including crutches, artificial limbs and other equipment's which are used in anyway after discharge from hospital.

## 2. Section B - Common Carrier Personal Accident/ Death

2.1 The Company will pay a percentage of the principal Sum Assured shown in Section B of the Table of Benefits in the case of:

- 2.1.1 The death of the Insured, and/or
- 2.1.2 If the Insured sustains an Accidental Bodily Injury causing permanent total disablement resulting in one of the losses shown in the table of Losses below:

Provided however that the death and/or permanent total disablement, as per the table of losses below must occur while the Insured is riding as a passenger in or on, boarding or alighting from, an Airline/Common Carrier. The death and/or permanent total disablement must occur within 365 days of the date of the Accident, which caused the death and/or permanent total disablement.

Provided further that if more than one loss results from any one accident, only one amount which will be the largest, will be paid.

**Table of Losses**

<b>Loss of:</b>	<b>% Principal Sum Assured</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%

2.1.3 "Loss" with regard to:

- a) hand or foot means actual severance through or above the wrist or ankle joints;
- b) eye means entire and irrecoverable loss of sight;
- c) thumb and index finger means actual 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.

2.1.4 The Company' will be liable to pay 50% of the Sum Assured stated in the Table of Benefits in respect of the death of the Insured person if the Insured Person's age is under 18 years at the time of death;

2.1.5 Loss caused directly or indirectly, wholly or partly by the following are excluded:

- (a) Bacterial infections (except pyogenic infections which will occur through an Accidental cut or wound) or any other kind of disease;
- (b) Medical or surgical treatment except as may be necessary solely as a result of the Accidental injury;
- (c) Any injury which will result in hernia;
- (d) Pre-Existing Conditions for which care, treatment, or advice was recommended by or received from a Physician.

The Insured Person being in, on or entering into or descending from any balloon or aircraft, other than a fully licensed passenger carrying aircraft in which the Insured Person is travelling as a fare paying passenger and not as a member of the cabin crew/pilot and not for the purpose of under taking any trade or technical operation therein or thereon

### 3. Section C - Personal Accident

3.1 The Company will pay the percentage of Section C Sum Assured specified in the Table of Benefits , if the Insured sustains Accidental Bodily Injury leading to permanent total disablement and/or death of the Insured during the course of the Insured Journey and such Accidental Bodily Injury is within 12 months from the date on which it occurred, the sole and direct cause of the:

3.1.1 Insured's death, as per the table of Losses below

3.1.2 Permanent total disablement as per table of Losses below ,

3.2 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 Table of Benefits .

3.3 The Company will be liable to pay 50% of the Sum Assured stated in the Table of Benefits in respect of the death of the Insured, if the Insured is under 18 years of age at the time of death;

**T  
able of Losses**

Loss of:		% of Sum insured
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 in one eye except perception of light	:	50%
lens of one eye	:	50%
hearing in both ears	:	75%
hearing of one ear	:	15%
Speech	:	50%
thumb and four fingers of one hand	:	50%
four fingers in one hand	:	40%
thumb (both phalanges)	:	25%
thumb (one phalanx)	:	10%
index finger (three phalanges)	:	15%
index finger (two phalanges)	:	8%
index finger (one phalanx)	:	4%
middle finger (three phalanges)	:	10%
middle finger (two phalanges)	:	4%
middle finger (one phalanx)	:	2%
ring finger (three phalanges)	:	8%
ring finger (two phalanges)	:	4%
ring finger (one phalanx)	:	2%
little finger (three phalanges)	:	6%
little finger (two phalanges)	:	3%
little finger (one phalanx)	:	2%
all toes of one foot	:	17%
great toe (two phalanges)	:	5%
great toe (one phalanx)	:	2%
any other toe	:	3%

### **Exclusions Applicable for Section C**

- 3.4 The Company will be under no liability to make payment hereunder in respect of any claim directly indirectly caused by, based on, arising out of or how so ever attributable to any of the following:
- 3.4.1 Amateur sports involving physical contact and other sport activities in sports and leisure. In any event there shall be no cover under this insurance for skydiving, flying, acrobatics, stunting, mountaineering, randonnee, bungee jumping, rock climbing or mountaineering (normally requiring the use of ropes and Guides), caving or potholing, rafting or canoeing involving white water rapids in excess of grade parachuting, paragliding, motor sports or competitions, hunting or equestrian competitions, yachting or boating outside coastal water (12 miles), scuba diving at a depth of more than 30 meters, professional sports, riding or driving in races or allies..
  - 3.4.2 Loss arising from Accidents as a driver on motorised vehicle unless at the time of the Accident the Insured is in possession of a current full international driving license and while riding a two wheeler is wearing a safety crash helmet.
  - 3.4.3 Aviation risks as a paying passenger, cabin crew, pilots etc, in a duly certified multi engined passenger carrying aircraft, flown in the course of licensed operations for the transportation of passengers by properly licensed crew.
  - 3.4.4 Losses arising directly or indirectly from manual work (not including bar work, waitressing, fruit picking and other similar light casual work not requiring the use of machinery or power tools) or hazard occupation, self exposure to needless perils (except an attempt to save a human life), or if engaging in any criminal or illegal act.
  - 3.4.5 Winter sports
  - 3.4.6 Loss caused directly or indirectly, wholly or partly by bacterial infections (except pyogenic infections which occur through an Accidental cut or wound) or any other kind of disease;

### **4. Section D - Loss of Airline/Common Carrier Checked in Baggage**

- 4.1 The Company will pay the Insured up to the Section D Sum Assured specified in the Table of Benefits in respect of the complete and permanent loss of the Insured's Checked in Baggage outside the geographical limits of Sri Lanka.

#### **Special conditions applicable for Section D**

- 4.2 In the event of any loss to the Insured's Checked in Baggage whilst in the custody of an Airline/Common Carrier the Insured has to notify the Airline/ Common Carrier upon discovery of the loss and obtain a property irregularity report/official letter from the Airline/Common Carrier stating the loss of baggage. Such report/official letter will be submitted by the Insured to the Claims Administrator.
- 4.3 The Company's liability to make payment will not arise until liability is admitted by the Airline/Common Carrier of such complete and permanent loss. If any compensation is paid or payable by the, Airline/Common Carrier/Common Carrier or Common Carrier the Company's liability is only to indemnify the excess amount if any.
- 4.4 In case of the same Checked in Baggage being covered under any other insurance, the Policy will contribute the proportionate amount of such loss.
- 4.5 Loss of Checked in Baggage during the trip will be covered only subject to proof of ownership

- of the Checked in Baggage and valuables.
- 4.6 The Company reserves the right to replace or pay the intrinsic value of the Checked in Baggage up to a maximum amount stated in the Table of Benefits .

**Exclusions applicable for Section D**

- 4.7 The Company will not be liable to make payments for:
- 4.7.1 Loss to the Insured's Checked in Baggage as a result of the confiscation or detention by customs, police or any other authority.
  - 4.7.2 Loss caused by the Insured's failure to take reasonable steps to guard against the loss of the Checked in Baggage.
  - 4.7.3 Any loss to stamps, money or securities, tickets, documents, contact/corneal lenses, spectacles dentures, hearing aids, fragile articles or business goods and samples.
  - 4.7.4 Animals, birds or fish
  - 4.7.5 Perishables and consumables

**5 Section E - Delay of Checked in Baggage**

- 5.1 The Company will reimburse the Insured up to the Section E Sum Assured specified in the Table of Benefits in respect of the Insured's emergency purchases of toiletries, medication and clothing to replace those contained in the Checked in 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.

**Special Conditions applicable for Section E**

- 5.2 It is a condition precedent to the Company's liability hereunder that upon discovering the delay in arrival of the Checked in Baggage the Insured will obtain written non delivery confirmation from the Airline/ Common Carrier along with period of delay, which must be submitted to the Claims Administrator in the event of a Claim.
- 5.3 The Company's liability to make payment will not arise until liability is admitted by the Airline/Common Carrier. If any compensation is paid or payable by the Airline/Common Carrier, the Company's liability is only to indemnify the excess amount if any of such loss.
- 5.4 The Claim payment is subject to the submission of the original purchase receipts of toiletries/ medication and clothing and evidence to prove the period of delay.
- 5.5 Any expenses incurred prior to the delay.

**6. Section F - Loss of Passport**

- 6.1 In the event of the Insured's loss of passport outside the geographical limits of Sri Lanka, the Company will pay the Insured the Section F Sum Assured specified in the Table of Benefits towards expenses necessarily incurred by the Insured in obtaining a duplicate or fresh passport.

#### **Exclusions applicable for Section F**

- 6.2 The Company will be under no liability to make payment for loss of Insured's passport as a result of the confiscation or detention by customs, police or any other authority.
- 6.3 The Company will be under no liability to make payment for loss of Insured's passport which is not reported to the appropriate police authority within 24 hours of the discovery of the loss and in respect of which an official report from such police authority has not been obtained
- 6.4 The Company will be under no liability to make payment for loss of Insured's passport caused by the Insured's failure to take reasonable steps to guard against such loss.
- 6.5 Travel expenses incurred in relation to obtaining a fresh passport

#### **7. Section G - Personal Liability**

- 7.1 The Company will indemnify the Insured up to the Section G Sum Insured (less the Deductible) specified in the Table of Benefits against any legal liability incurred by the Insured in his private capacity to pay damages for third party civil claims arising out of Accidental Bodily Injury or Accidental Property Damage occurring during an Insured Journey outside the geographical limits of Sri Lanka.

#### **Special conditions applicable for Section G**

- 7.2 No Deductible will be applicable in respect of the legal liability incurred by the Insured in his private capacity to pay damages for third party Accidental Bodily Injury.
- 7.3 The liability of the Company to indemnify the Insured under this Section will be for the expenses finally determined by a foreign court of law or otherwise as consented to in advance by the Company. In the event that legal action is taken against the Insured within Sri Lanka, it is a condition precedent for the liability of the Company hereunder that the Insured will:
  - 7.3.1 Give immediate written notice to the Company to the address specified in the Schedule, and
  - 7.3.2 Not incur any defense costs or expenses, admit liability for or settle or attempt to settle, make any admission or offer any payment or otherwise assume any contractual obligation with respect to any claim or claimant without the prior written consent of the Company, which will be entitled (but in no case obligated) at any time to take over and conduct in the name of the Insured the defence and/or settlement of any action or claim and will be entitled at all times receive the Insured's corporation and assistance and to appoint lawyers on the Insured's behalf. Any and all costs and expenses incurred by the Company or the lawyer appointed by the Company will be a first charge on the Sum Assured hereunder.
- 7.4 The Company will not settle any claims without the express consent of the Insured, but if the Insured refuses an available settlement recommended by the Company then the Company's liability will thereafter be restricted to the amount by which the claim could have been settled.

### **Exclusions applicable for Section G**

- 7.5 The Company will not be under any liability to make payment for Claims arising out of;
- 7.5.1 The Insured's liability to an employee of the Insured (whether under a contract of or for service)
  - 7.5.2 Bodily injury to and/or Property Damage to property belonging to the Insured's family, any co-worker/employee of the Insured, and any travelling companion of the Insured:
  - 7.5.3 Any liability for Bodily Injury and/or Property Damage arising directly or indirectly from or due to:
    - 7.5.3.1 Livestock belonging to the Insured or in the Insured's care, custody or Occupation
    - 7.5.3.2 Any wilful, malicious, criminal or unlawful act, error, or omission;
    - 7.5.3.3 The pursuit of any trade, business or profession, employment or occupation;
    - 7.5.3.4 Parachuting, hand gliding, hot air ballooning or the use of firearms or any other dangerous or hazardous activity;
    - 7.5.3.5 The ownership, possession or use of any vehicle, aircraft, or watercraft;
    - 7.5.3.6 The use or misuse of any alcohol, hallucinogenic substance, drugs (except those used medically prescribed), or drug addiction;
    - 7.5.3.7 Any form of ownership or occupation of land or building (other than occupation only of temporary residence)
8. Section H - Legal Fees
- 8.1 The Company will pay legal fees an Insured Person incurs during the course of an Insured Journey, as a result of false arrest or wrongful detention by any Government or Foreign Power up to the amount stated in Section H of the Table of Benefits .
9. Section I - Hijack cover
- 9.1 For each 24 hour, the Insured is detained by hijackers following hijacking of any Airline/Common Carrier in which the Insured is travelling outside the geographical limits of Sri Lanka on an Insured Journey, the Company will pay the sum specified in the Table of Benefits .
10. Section J - Trip Delay
- 10.1 If the Airline/Common Carrier on which the Insured is booked to travel for his/her Insured Journey is delayed due to technical defects/malfunction of such Airline/Common Carrier, adverse weather conditions and Industrial strikes or other job action by employees of such Airline/Common Carrier, scheduled to be used by an Insured during an Insured Journey, beyond 6 hours than the original scheduled departure time, the Company will pay Reasonable Additional Expenses (meals and accommodation only) incurred outside the geographical limits of Sri Lanka, up to the sum mentioned in Section J of the Table of Benefits , subject to the maximum amount mentioned in the Table of Benefits .

### **Exclusions applicable for Section J**

However, the Company will not pay,

- 10.1.1 For any departure which is delayed as a result of failing to check-in correctly as required by the Airline/Common Carrier from the Insured
- 10.1.2 If the Airline/Common Carrier is taken out of service on the instructions of the civil aviation authority or similar authority
- 10.1.3 Any delay due to technical defects/malfunction of the Airline/Common Carrier, adverse weather conditions and Industrial strike which was made public or known to an Insured prior to the departure on the Insured Journey
- 10.1.4 Any denial of boarding onto the scheduled flight
- 10.1.5 Any business or financial contractual obligations of the Insured, Insured's travelling companion or Insured's Immediate Family member
- 10.1.6 Change of plans or disinclination of the Insured, Insured's travelling companion or Insured's Immediate Family Member to travel on the particular Insured Journey.
- 10.1.7 Any expenses incurred prior to the delay.
- 10.1.8 Any claim resulting from a misconnection of a connecting flight(s).

### **Special conditions applicable for Section J**

- 10.2 The Company's liability to make payment will not arise until liability is admitted by the Airline/Common Carrier. If any compensation is paid or payable by the Airline/Common Carrier, the Company's liability is only to indemnify the excess amount if any of such loss.

## **11. Section K - Trip Cancellation**

- 11.1 The Company will reimburse expenses incurred for travel and/or accommodation outside the geographical limits of Sri Lanka up to the amount stated in the Table of Benefits for such expenses paid in advance by the Insured and for which the Insured is legally liable and which are not recoverable from any other source, consequent upon the cancellation of travel occurring between the date of payment for such travel and/or accommodation expenses and the date of commencement of the Insured Journey caused by:
  - 11.1.1 unexpected death, Serious Bodily Injury or Sickness of the Insured Insured's travelling companion and Insured's Immediate Family Member.
  - 11.1.2 an Insured's place of residence or business being rendered uninhabitable 10 days or less prior to the commencement of an Insured Journey as a result of an Accident or an Insured's presence being required by the police following burglary or attempt thereat at an Insured's place of residence or business.

The Company will not be liable for any expenses in respect of:

- 11.2 Claims arising from depression or anxiety, mental or nervous disorder, alcohol or drug abuse addiction or overdose;
- 11.3 Claims arising from elective cosmetic or plastic surgery, except as a result of an Accident;
- 11.4 Claim arising from pregnancy and all related conditions
- 11.5 Any Pre-existing Conditions
- 11.6 An Insured Person travelling against the advice of a Physician
- 11.7 The default of any: a) provider of transport; b) agent of such provider; c) agent acting on behalf of an Insured Person;
- 11.8 Regulations made by any Government or Public Authority;
- 11.9 Strikes or labour disputes which existed or of which advance warning had been given prior to the



- date on which an Insured Journey was booked;
- 11.10 Delay due to the withdrawal from service temporarily or permanently of any Airline/ Common Carrier on the orders or recommendations of any Port Authority of the Aviation Agency or any similar body in any country;
- 11.11 Any direct or indirect injury, illness, death, loss or expense attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused;
- 11.12 Any direct or indirect loss or expense caused by or directly resulting from any business or financial contractual obligations of the Insured or the Insured's travelling companion or the Insured's Immediate Family Member.
- 11.13 Change of plans or disinclination of the Insured's travelling companion or Insured's Immediate Family Member to travel on the particular Insured Journey
- 12. Section L - Missed Departure/Connection**
- 12.1 Company will pay up to the amount stated in the schedule of the selected plan for reasonable additional travel and accommodation expenses necessary to reach your booked holiday destination should the Insured arrive at his/her international departure point too late to commence his/her journey (or if any intermediate connecting point) as a result of failure of public transport services due to strike, industrial action, adverse weather conditions, traffic flow congestion or mechanical breakdown of the vehicle in which you were travelling to reach your international departure point (or if any intermediate connecting point). The Company reimburse expenses incurred for travel and accommodation up to the maximum amount stated in the selected plan.
- 13. Section M - Golfer's Hole in One**
- 13.1 The Company will reimburse expenses incurred (food and beverage – excluding alcohol) in celebration of achieving a hole-in-one by the Insured during an Insured Journey, anywhere in the world excluding Sri Lanka, in a United States Golfer's Association (USGA) recognized golf course subject to the maximum limit in the Table of Benefits . Provided that all expenses incurred using the Insured's Nations Trust Bank PLC American Express® Gold Credit Card, Corporate Gold Credit Card, Centurion Platinum Credit Card or SLA Co- brand Platinum Credit Card
- 14. Section N - Grand Prix Chequered Flag**
- 14.1 If an Insured has purchased an entry ticket using only the Insured's American Express® Credit Card to the grand prix races specifically anywhere in the world excluding Sri Lanka and if the event is cancelled due to adverse weather conditions, the Company will reimburse the Insured up to the limit specified in the Table of Benefits for the cost of the entry ticket. Provided however, that the Company will only reimburse that part of the cost of the ticket which is remaining after reimbursement by the respective grand prix officials.
- Provided further that the Cover will not include the costs incurred (if any) by the Insured due to rescheduling of the grand prix race(s).

15. Section O - Tennis Winning Sets

- 15.1 If an Insured purchased a entry ticket using the insured's American Express® Credit Card for the Wimbledon/US Open/Australian Open/French Open Semi-Final or Final Tennis championship match (es) specifically and if due to adverse weather conditions the event is cancelled, the Company will reimburse the Insured up to the limit specified in the Table of Benefits for the cost of the ticket. Provided however that the Company will only reimburse that part of the cost of the ticket which is remaining after reimbursement by the respective tennis officials.

Provided further that the Cover will not include the costs incurred (if any) by the Insured due to rescheduling of any tennis match (es)

16. Section P - World Cup Specials

- 16.1 If an Insured has purchased a entry ticket using the American Express® Credit Card to any World Cup Semi Finals/Finals match anywhere in the World excluding Sri Lanka for the following sports :

- Rugby
- Soccer
- Cricket

and if due to adverse weather conditions the event is cancelled, the Company will reimburse the Insured up to the limit specified in the Table of Benefits the cost of the ticket. Provided however that the Company will only reimburse that part of the cost of the ticket which is remaining after reimbursement by the respective match officials.

Provided further that the Cover will not include the costs incurred (if any) by the Insured due to rescheduling of any match (es)

17. Section Q - Smooth Sailing

- 17.1 If an Insured has purchased an entry ticket using the American Express® Credit Card for a cruise on any one of the following cruise lines given below:

- Azamara Cruises
- Carnival Cruise Lines
- Celebrity Cruises
- Crystal Cruises
- Disney Cruise Line
- Princess Cruises
- Royal Caribbean
- Silversea Cruises
- Regent Seven Seas Cruises
- Windstar Cruises
- Star Cruises
- Norwegian Cruise Line

anywhere in the world excluding Sri Lanka and if due to adverse weather conditions the cruise is cancelled, the Company will reimburse the Insured up to the limit specified in the Table of Benefits for the cost of the ticket costs. Provided however that the Company will only reimburse that part of the cost of the ticket which is remaining after reimbursement by the respective cruise officials.

Provided further that the Cover will not include the costs incurred (if any) by the Insured due to rescheduling of a cruise.

**18. Section R - Broadway All the Way**

18.1 If an Insured has purchased an entry ticket using an American Express® Credit Card for the following Broadway musicals in Broadway-New York City and London Westend

- Mamma Mia
- Andrew Lloyd Webber's Cats
- Phantom of the Opera
- Shrek the Musical
- Chicago
- The Lion King

And the event is cancelled due to adverse weather conditions, the Company will reimburse the Insured up to the limit specified in the Table of Benefits for the cost of the ticket.

Provided however that the Company will only reimburse that part of the cost of the ticket which is remaining after reimbursement by the respective Broadway show officials.

Provided further that the Cover will not include the costs incurred (if any) by the Insured due to rescheduling of a Broadway show.

## **POLICY DEFINITIONS**

The following words or terms will have the meaning described below wherever they appear in this Policy, and reference to the singular will include the plural wherever the context so permits:

**“Insured”**

**1.A** Any holder of an American Express® Credit Card or **AMERICAN EXPRESS® CO Barnd PLATINUM , AMERICAN EXPRESS PLATINUM , AMERICAN EXPRESS GOLD , AMERICAN EXPRESS CORPORATE CARD, MC World SAPPHIRE CREDIT CARD , MSD USD , EURO Travel and AMEX USD** , issued by Nations Trust Bank PLC, who is **not more than 75 years of age** and his/her Immediate Family accompanying him/her on an Insured Journey and who has/have purchased his/her/their return trip Return Air Ticket using the said cards only.

**1.B** Any holder of an American Express® Credit Card or **AMERICAN EXPRESS® CO Barnd PLATINUM , AMERICAN EXPRESS PLATINUM , AMERICAN EXPRESS GOLD , AMERICAN EXPRESS CORPORATE CARD, MC World SAPPHIRE CREDIT CARD , MSD USD , EURO Travel and AMEX USD** issued by Nations Trust Bank PLC, who is **age between 76 - 80 year** and his/her Immediate Family accompanying him/her on an Insured Journey and who has/have purchased his/her/their return trip Return Air Ticket using the said cards only will be eligible for **Diamond Club benefits** as per the Table of Benefits.

*(The above definition of the Insured includes both primary and supplementary holders of a Premium credit card)*

**1.C** Any person loading more than USD 1000 on the **TRAVEL CARD** will receive automatic cover for the specific trip for which he /she loaded USD 1000 provided he/she is less than 70 years of age, and the trip is less than 90 days.

**“Accident”** and **“Accidental”** means a fortuitous event or circumstance that is sudden, unexpected and unintentional.

**“Airline”** and **“Common Carrier”** 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.

**“Bodily Injury”** means any Accidental physical bodily harm but does not include any Sickness or Disease.

**“Checked in Baggage”** means the baggage offered by the Insured and accepted by an Airline/Common Carrier for international transportation in the same aircraft as the Insured and for which the Airline/Common Carrier 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/Common Carrier policy or rule restricting the nature of items that may be carried on board its aircraft.

**“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 will 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 will be applicable to each Section independently.

**“Claims Administrator”** means the Company or any person appointed by the Company to administer claims.

**"Damages"** means monetary sums payable pursuant to judgements or awards but will 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.

**"Deductible"** means the amount stated in the Table of Benefits, which will 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.

**"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.

**"Family"** means the Insured's spouse and children.

**"Hole in One"** means when a golf player hits the golf ball directly from the tee (the area at the beginning of a hole from which the golf player's first stroke is taken) into the cup with one shot during a golf tournament.

**"Immediate Family"** means an Insured's legal spouse; unmarried children up to age of 18 (or dependent unmarried children up to the age of 23 if in full time education and dependent upon their parents for support) who permanently reside with the Insured, and receive the majority of maintenance and support from the Insured.

**"Immediate Family Member" in respect of Section K-Trip Cancellation** means an Insured Person's legal spouse; children; children-in-law, siblings, siblings in law; parents; parents in law; grandparents; grandchildren; step or adopted children; who reside in Sri Lanka

**"Insured Journey"** means the first 180 days from date of departure from Sri Lanka of any trip to the countries specified in the return Air Ticket and upon return back to Sri Lanka falling within the Policy Period, where 100% of the said return Air Ticket(s) has/have been paid for using the Insured's American Express® Credit Card issued by Nations Trust Bank PLC.

**"Maximum Duration"** means 180 days limit for each and every return trip outside of Sri Lanka commencing from date of departure

**"Medical Advisors"** means the medical practitioner appointed by the Claims Administrator.

**"Medical Expenses"** means medical expenses (including those for medicines, Physicians, hospitals, ambulances, medical procedures and services) that in the written opinion of 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 and approved by the Claims Administrator.

**"Medically Necessary"** means if in the Company's opinion the Physician's recommendation is:

- (a) consistent with the symptoms, diagnosis and treatment of the Insured's condition;
- (b) appropriate with regard to standards of good medical practice; and
- (c) not primarily for the Insured's convenience

**"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"** will not include any member of the Insured's family.

**"Policy"** means the proposal, the Schedule including the Table of Benefits and any endorsements attaching to or forming part hereof either on the commencement date or during the Policy Period.

**"Policy Period"** means the period between: the commencement date specified in the Schedule, and the expiry date specified in the Schedule (provided that this Policy will 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 means the period specified in the Schedule

**"Pollution"** means and includes pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.

**"Pre-Existing Conditions"** means 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 departure and/or conditions directly/indirectly resulting by a pre-existing condition is excluded.

**"Property Damage"** means actual physical damage to tangible material property belonging to a third party.

**"Reasonable Additional Expenses"** any expenses for meals and lodging which were necessarily incurred as the result of a covered hazard and which were not provided by the Common Carrier or any other party free of charge.

**"Schedule"** means the Schedule on page 1 of this Policy, and any annexure to it, attached to and forming part of this Policy.

**"Table of Benefits "** means the Table of Benefits marked a. and b.) above and forming part of this Policy. Any reference to the Table of Benefits hereto, will refer to all of the said schedules of benefits marked a.) and b.).

**"Serious Bodily Injury or Sickness"** means injury or sickness certified as being dangerous to life by a legally qualified Physician.

**"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.

**"Sum Assured"** means the amount stated in the Table of Benefits against each relevant section, which will 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 made per Insured person.

The “**Assistance Company**” For the purpose of this agreement; the travel assistance services are assigned to:

**Swan International Assistance**  
**Registered Address : Unit 42 at GIG HQ Building 298, Road 4609,**  
**Block 346, Bahrain Bay, Kingdom of Bahrain.**

“**Theft**” means the dishonest misappropriation by any person of the Insured’s property with the intention to permanently deprive the Insured of that property.

“**Usual and Customary Level**” means medical charges that:

- a. 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
- b. do not include charges that would not have been made if no insurance existed.

#### **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 hospitalizations must be notified to Assistance Company 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 authorized 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.
- d) 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**

At our discretion, we may start, control and settle legal proceedings for our own benefit in your name to recover compensation or secure indemnity from any party in respect of anything covered by this policy. We may do so in your name and on your behalf. You also consent to us seeking to recover any money we have paid to you from a third party. You must help us to do this, even if we have not yet paid your claim, and even if the amount we pay is less than full compensation for your loss.

### **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 ratable 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.

### **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 nationalization 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 there from 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 there from following a flight.
- h) It is further declared and agreed that Pandemic and Epidemic diseases are excluded

Assistance services by **Swan International Assistance**, as facilitated by the Company

## **ANNEXURE I - CLAIM PROCEDURE**

### **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 shall be made to *LOLC General Insurance PLC, No.258, M Vincent Perera Mawatha, Colombo 14, Sri Lanka* by complying with the requisite claim formalities.

The Policy reference number for the Insured will be **HODTAA\_G25266**

### **DOCUMENTS REQUIRED FOR CLAIMS PROCESSING**

Claim forms for all claims can be obtained from LOLC General Insurance PLC., Nations Trust Bank Card Centre, or by sending an email to [enquiry@lolcgeneral.com](mailto:enquiry@lolcgeneral.com) or from the website [www.americanexpress.lk](http://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 along with the passport copy, visa copy, exit and entry stamp);

### **TYPE OF CLAIMS**

#### **1. Accidental Death**

##### **Documents required**

The beneficiary of the Insured must submit the following:

- claim form
- 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.

## **2. 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**

### **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 hospitalization please, the Insured must retain safety in his/her possession all of the Insured's medical reports/bills/invoices/receipts.

## **3. 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.

## **4. Common Carrier Baggage Delay and/or Flight/Trip Delay (excess 6Hrs)**

### **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.

## **5. 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 thereof 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

## **6. 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.

## **7. 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.

## **8. Legal Fees**

### **Documents required**

- All information relating to the subject legal expenses to be given 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:

LOLC General Insurance PLC  
No.258, M Vincent Perera Mawatha, Colombo 14

## **9. 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

## **10. 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 the Assistance company before leaving such hospital.

## HOW TO REQUEST ASSISTANCE?

In the event of a claim, the Beneficiary or any person acting in his place will necessarily contact, in the shortest possible time, in every case, the Contact Centre (24 Hrs./7 days) mentioned below, which will be available to help any person.

In the event of any claim covered under this policy, the liability of the Assistance Company shall be conditional on the Insured claiming indemnity or Benefit having complied with and continuing to comply with the terms of this Policy.

If a Benefit Covered by the policy or assistance is needed, the Insured shall:

- 1) Take all reasonable precautions to minimize the loss.
- 2) As soon as possible contact Swan International Assistance to notify the claim stating the Benefits required:

Available 24 Hrs. / 7 days	
Country	Contact Numbers
USA / Canada	+1 514 448 4417
France / Europe	+33 9 70 73 22 47
International	+961 9 211 662
Email: <a href="mailto:request@swanassistance.com">request@swanassistance.com</a>	

- 3) Freely provide all relevant information.
- 4) Make "NO" admission of liability or offer promise or payment of any kind.
  - a. Contact Swan International Assistance to obtain a "CASE NUMBER".
  - b. Send an explanation letter of the circumstances of why the "Services or Benefits" for which expenses are being
  - c. Send the official documents (such as Medical Report, Police Report or Notification of Loss or Theft, Airline Report of Delay, Cancellation, Lost Luggage, etc.) and original receipts of the expenses incurred.

In the cases where the Insured, only due to force majeure or any reason beyond his control cannot contact Swan International Assistance directly to request the Services or Benefits Covered by the policy, the Insured can seek for expenses reimbursement in writing as follows:  
claimed were not requested or obtained from Swan International Assistance directly.

Swan International Assistance is NOT liable in respect of any Benefit, which would otherwise be payable under this Policy, should there be another insurance in force Covering the same contingencies. Swan International Assistance, at its discretion will consider reimbursing any expenses, totally or partially, after an internal assessment and case study is done.

The amounts (if any) reimbursed, will not exceed under any circumstance the amounts the Assistance Company would have paid to provide the Services directly if it was contacted in due time and manner by the Insured at the time the claim occurred.

### Important Note:

**Swan International Assistance will not be liable to provide any assistance when.**

- a) As a result of force majeure, it is unable to put into effect any of the Benefits specifically envisaged in this policy.
- b) The provision of which would endanger the lives of those persons intended to provide the assistance.