



Sri Lanka Insurance

Like a father - Like a mother

SRI LANKA INSURANCE MEDI PLUS POLICY

Table of Contents

1 Sri Lanka Insurance Corporation Limited	02
2. Definitions:	03
4 General Conditions and Privileges:	07
4 General Exclusions:	14
5 First year exclusions	17
6 Listed day care surgeries.....	18

Sri Lanka Insurance Corporation Limited
(INCORPORATED UNDER THE COMPANIES ACT No. 17
OF 1982)
Company Registration No: PB 289

Whereas SRI LANKA INSURANCE CORPORATION LIMITED (hereinafter referred to as the "Company" or the "Insurer"), in consideration of the proposal and declaration submitted by the Insured named in the first schedule to this contract of insurance, hereby agrees to grant to the Insured the benefits more fully described in the schedule(s) annexed hereto, subject to the payment of the premiums stipulated in the said schedule(s) and on the terms and conditions set out hereinafter in this contract of insurance and up to the sum insured stipulated in the policy.

This contract of insurance shall comprise of the general conditions and privileges set out in the policy document together with the schedule(s) thereto and shall also include any other incorporated clauses/endorsements issued under and/or in terms of this contract of insurance.

The information furnished by the Insured in the proposal form and in all declarations made by the Insured for the purpose of this contract of insurance, shall be the basis of this contract of insurance, which has been entered into on utmost good faith. Therefore, in the event of fraud or misrepresentation by the assured or the Insured, the Company reserves the right to declare the Policy as null and void.

The terms and conditions applicable to the particular contract of insurance shall be those embodied in this policy and the benefits due there under shall be only those specified in the schedule annexed hereto.

SRI LANKA INSURANCE CORPORATION LTD. is proud to have you as a Policyholder and we take this opportunity to recommend that you thoroughly examine this document and store it in a safe place.

1 DEFINITIONS

1.1 "Accident" means a sudden unforeseen and an involuntary event caused by external and visible means.

1.2 "Accidental Bodily Injury" means any accidental physical bodily harm solely and directly caused by external, violent and visible means which is verified and certified by a Medical Practitioner but does not include any sickness or disease.

1.3 "Age" means completed years of the Insured Persons as at the Commencement Date of the Policy Period.

1.4 "Daycare Expenses" means the Reasonable and Customary Expenses incurred towards medical treatment for a Daycare Treatment /Procedure preauthorized by the officer of Sri Lanka Insurance and done in a Hospital/Nursing Home to the extent that such cost does not exceed the Reasonable and Customary Expenses in the locality for the same Daycare Treatment / Procedure.

1.5 "Daycare Treatment" refers to medical treatment, and/or surgical procedure which is:

- undertaken under General or Local Anesthesia in a Hospital/Nursing Home in less than 24 hours because of technological advancement, and which would have otherwise required a Hospitalization of more than 24 hours. Treatment normally taken on an out-patient basis is not included in the scope of this definition.

1.6 "Dependent Child/Children" means children / a child (natural or legally adopted) , who are/is financially dependent on the Insured or Proposer and does not have his / her independent sources of income and Aged between 3 months and 25 years (Twenty three (23) years if attending as a full time student of an accredited Institution of Higher Learning) who are unmarried and who have not established their own household, and received the majority of maintenance and support from the Insured.

1.7 . "Disease / Illness" means a condition affecting the general well-being and health of the body that first manifests itself in the Policy Period and which requires treatment by a Medical Practitioner

1.8 "Day" means complete 12 hours in hospital after the 48 hours deferment period is over.

1.9 "Eligible Hospitalization Expenses" means the expenses which the Insured/Insured's Person is/are entitled for applicable room rent and other charges as given in the scope of cover under the policy.

1.10 "Epidemic Disease" means a Disease which occurs when new cases of a certain Disease, in a given human population, and during a given period, substantially exceed what is the normal "expected" Incidence Rate based on recent experience (The number of new cases in the population during a specified period of time is called the "Incidence Rate").

1.11 "External Congenital Anomaly" means a condition(s) which is present since birth, in the Visible and an accessible part of the body and which is abnormal with reference to form, structure or Position.

1.12 "Insurer" means Sri Lanka Insurance Corporation.

1.13 "Insured" means the person named in the Schedule, who has a permanent place of residence in Sri Lanka and for whom the insurance is proposed and appropriate premium paid.

1.14 "Insured Person" means the person named in the Schedule who has a permanent place of residence in Sri Lanka and for whom the insurance is proposed and appropriate premium paid. This also includes Insured Person's family members whose names are given in the policy schedule.

1.15 "Family" means and includes Insured Person/Insured Person's legal Spouse, Insured Person's legal & dependent Children.

1.16 "Grace Period" means the specified period of time (30 days) immediately following the premium due date during which a payment can be made to renew or continue a Policy in force without loss of continuity benefits such as waiting periods. Coverage is not available for the period for which no premium is received.

1.17 "Hospital/Nursing Home": means any institution established for inpatient care and daycare treatment of sickness and / or injuries and which has been registered as a Hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified Medical Practitioner or must comply with all minimum criteria as under:

- has at least 15 inpatient beds;
- has qualified nursing staff under its employment round the clock;
- has qualified Medical Practitioner (s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out
- maintains daily records of patients and will make these accessible to the Insurer's authorized personnel.
- "Hospitalization" means the Insured's admission into Hospital for a continuous period of not less than 24 hours.

1.18 "Intensive Care Unit" means an identified section, ward or wing of a Hospital which is under the constant supervision of a dedicated Medical Practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards

1.19 "Internal Congenital Anomaly" means Disease not manifested externally resulting from congenital disorder due to defects in or damage to a developing fetus. It may be the result of genetic abnormalities, the intrauterine (uterus) environment, errors of morphogenesis, or a chromosomal abnormality.

1.20 "Medical Expenses" means reasonable & customary Expenses unavoidably and reasonably incurred by the Insured for medical treatment of Disease, illness or injury that may be the subject matter of claim as an In-Patient in a Hospital/Nursing Home/Daycare Centre, and includes the costs of a bed, treatment and care by medical staff, medical procedures, Medical Practitioner's fees, medicines and consumables including cost of pacemaker, artificial limbs, etc. as long as these are recommended by the attending Medical Practitioner.

1.21 "Medical Practitioner" means a person who holds a valid registration from the medical council / licensing authority of Sri Lanka and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his / her license. The term Medical Practitioner would include Physician, Specialist and Surgeon. The registered Medical Practitioner should not be the Insured or anyone of the close family members of the Insured.

1.22 "Mental Illness/Disease" means any mental Disease or bodily condition marked by disorganization of personality, mind, and emotions to impair the normal psychological, social or work performance of the individual regardless of its cause or origin.

1.23 "Other Insurer" means any of the registered Insurers other than Sri Lanka Insurance Corporation.

1.24 "Out-Patient Department" means a department where patient is not Hospitalized and who is being treated in an office, clinic, or other ambulatory care facility by Medical Practitioner for illness/Disease.

1.25 "Organ Donor" means the Medical Expenses for an organ donor's treatment for the harvesting of the organ donated subject to the Insurer accepting the inpatient Hospitalization claim made by the Insured and provided that:

- i. The organ donated is for the use of the Insured Person,
- ii. The insurer will not pay the donor's pre- and post-Hospitalization expenses or any other medical treatment for the donor consequent on the harvesting
- iii. All the expenses incurred on the donor/donee, as above would be within the overall Sum Insured of the Insured Person under the Policy and as specified in the policy Schedule.

However, all admissible claims under above coverage's during the period restricted maximum up to the Sum assured as stated in the Policy Schedule per policy year.

1.26 "Pre-existing Condition" means any condition, whether diagnosed or not, ailment or injury or related condition(s) for which Insured has been diagnosed, received medical treatment, had signs and / or symptoms, prior to inception of Insured's first health Policy with Sri Lanka Insurance Corporation. It would also mean any direct or indirect complications arising out of pre-existing conditions whether known or unknown to the Insured.

1.27 "Policy" means the complete documents consisting of the Policy wording, Schedule and Endorsements and attachments if any.

1.28 "Policy Period" means the period commencing with the commencement date of the Policy & terminating with the expiry date of the Policy as stated in the Policy Schedule.

1.29 "Post - Hospitalization Expenses" means relevant Medical Expenses incurred during period up to 30 days after Discharge on Disease/Illness/Accidental Bodily Injury sustained .Such Expenses will be considered as part of claim limited to treatment which is continued after discharge for an ailment / Disease / Accidental Bodily Injury not different from the one for which Hospitalisation was necessary.

1.30 "Pre - Hospitalization Expenses" means relevant medical Expenses incurred during period up to 30 days prior to Hospitalization on Disease/Illness/Injury sustained. Such Expenses will be considered as part of claim limited to treatment which is taken before Hospitalization for an Ailment / Disease / injury not different from the one for which Hospitalization was necessary.

1.31 "Proposal" means application form which the Insured duly fills in and signs for this Insurance and any other information Insured provides in the said form to Insurer.

1.32 "Proposer" means the person furnishing complete details and information in the Proposal form for availing the benefits either for himself or towards the person to be covered under the Policy and consents to the terms of the contract of Insurance by way of signing the same.

1.33 "Qualified Nurse" means a person who holds a valid registration from the Nursing Council of Sri Lanka.

1.34 "Reasonable and Customary Expenses" means **a)** a charge which is charged for medical treatment, supplies or medical services that are medically necessary to treat Insured's condition and **b)** does not exceed the usual level of Expenses for similar medical treatment, supplies or medical services in the locality where the expense is incurred; and **c)** does not include Expenses that would not have been made if no insurance existed.

1.35 "Recuperation Benefit" means payable after 10 complete days of continuous hospitalization for the same ailment subject to claim being admissible for Daily Hospital Cash Benefit.

1.36 "Schedule" means that portion of the Policy which sets out Insured details, the type of Insurance cover in force, the Policy Period and the Sum Insured. Any Annexure and/or Endorsement to the Schedule shall also be a part of the Schedule.

1.37 "Sum Insured" means the specified amount mentioned in the Schedule to this Policy which represents the Insurer's maximum liability for any or all claims under this policy during the currency of the Policy subject to terms and conditions as stated in the Policy.

1.38 "Surgical Operation" means manual and/or operative procedures required for treatment of a Disease / Illness or Accidental Bodily Injury, correction of deformities and defects, diagnosis and cure of Diseases, relief of suffering or prolongation of life, performed in a Hospital Nursing Home by a Medical Practitioner.

1.39 "Waiting Period" means all illnesses and treatments shall be covered subject to policy terms , conditions and subject to the waiting period specified below.

a) At no point of time during the term of the Policy, any benefit shall be payable for the claim which occurs or where the Hospitalization for the claim has occurred within 30 days of first Policy Issue Date. Waiting period is not applicable for the subsequent continuous uninterrupted renewals and Hospitalization due to Accidents.

b) Waiting period for specified diseases/ailments/conditions: From the time of inception of the cover, the policy will not cover the mentioned conditions under First Year Exclusions for duration of 12 months. This exclusion will be deleted after one year, provided the Policy has been continuously renewed with the Company without any break.

c) Waiting period for maternity cover : From the date of inception of the cover the Policy will not cover claims made as a result of pregnancy and child birth under the first two years.

2. GENERAL CONDITIONS AND PRIVILEGES

2.1 Forfeiture in certain events

If any untrue or incorrect averment is contained in the proposal and Declaration or in any other subsequent documentation, which is provided in terms of this contract, this Policy shall be void and all premiums that have been paid under and in terms of this Policy will be forfeited.

2.2 Payment of benefits

Subject to the general conditions and privileges embodied in this contract of insurance and on the premiums having being duly paid, the company shall make payment of the reimbursable benefit to the person and/or persons to whom the same is payable under this contract of insurance, the payment is to be made at the company's Head Office or at any alternative place as determined by the company, upon the submission of documentary proof at the expense of the claimant, to the satisfaction of the company of:

- i. The happening of the event on which the benefit is to become payable.
- ii. The title of the person(s) claiming payment
- iii. The correctness of the age(s) of the insured person/s stated in the proposal(s)

The claimant shall provide to the company, at his/her expense, all such information as reasonably required by the company to process the claim(s) made under and in terms of this contract of insurance

2.3 Conflicting provisions

In the event of any inconsistency and/or conflict between the general conditions and privileges embodied in this contract of insurance and the special conditions as applicable to this contract of insurance and/or the conditions set out in the riders as applicable to this contract of insurance, in the construction and/or interpretation of this contract of insurance, such special conditions and/or the conditions set out in the riders shall take precedent over the general conditions and privileges embodied in this contract of insurance.

2.4 Observance of terms and conditions

The due observance and fulfilment of the terms, conditions, privileges, special conditions and/or endorsements contained in this contract of insurance, in so far as they relate to anything to be done or complied with by the Insured and/or by any claimant under this contract of insurance and the truth of the statements and answers in the said proposal and in all other declarations and/or claims made by the Insured and/or by any such claimant, shall be a condition precedent to any liability of the company to make any payment under this contract of insurance.

2.5 Amendment of the contract

This contract of insurance shall be revised and/or amended and/or supplemented by the Insurer at any time by way of endorsement(s), with the consent of the Insured. However the benefit plan of this insurance can be revised only at the renewal with the agreement of both the Insurer and Insured.

2.6 Governing law

This contract of insurance shall be construed and/or governed and/or have force and effect under the laws of the Democratic Socialist Republic of Sri Lanka.

2.7 Confidentiality

This contract of insurance and all correspondence and documents relating to the same shall be confidential and shall not be disclosed to third parties, except in the event of claims related matters to the competent authorities such as IRCSL, court, arbitration etc.

2.8 Due Care

Where this Policy requires Insured to do or not to do something, then the complete satisfaction of that requirement by Insured or someone claiming on Insured behalf is a precondition to any obligation under this Policy. If Insured or someone claiming on Insured behalf fails to completely satisfy that requirement, then Insurer may refuse to consider any claim under this Policy. Insured must cooperate with Insurer at all times.

2.9 Persons covered under the policy

Only those persons named as the insured , spouse and dependents children in the Schedule shall be covered under this Policy. The details of the Insured Persons are as provided by the Insured.

2.10 Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or non-discription of any material particulars in the proposal form, personal statement, declaration and connected documents or any material information having been withheld, or a claim being fraudulent or any fraudulent means or device being used by the Insured/Insured Person or anyone acting on his/their behalf to obtain a benefit under this Policy.

2.11 Communications

- i. Any communication meant for Insurer must be in writing and be delivered to Insurer's address shown in the Schedule. Any communication meant for Insured will be sent by Insurer to Insured's address shown in the Schedule/Endorsement.
- ii. All notifications and declarations for Insurer must be in writing and sent to the address specified in the Schedule.
- iii. Insured must notify the Insurer of any change in the Insured's address.

2.12 Unhindered access

The Insured shall provide the Insurer or Administrator or their authorized agents access to all medical documentation and authorize for verification of indoor treatment records as well as access to the Medical Practitioners attending on the Insured.

2.13 Claims procedures

2.13.1 Claims Submission (Direct settlement to Hospital)

In the event of Hospitalization claim (Admission and Discharge) please Call our 24 hour TOLL FREE HOT LINE 0112357357. Should you have any queries, please contact your Agent or the nearest Branch Office or Head Office.

2.13.1.1

Upon admission to the hospital Insurer should be notified of the reason for the admission immediately to the call center with following details.

- Policy number and the Member ID Number
- Hospital Name
- Room Number

Once the approval of the Insurer is received, the Insured can undergo treatment and at the time of discharge Insurer should be notified of the same. Direct settlement to the hospital will be confirmed in writing before discharge the patient from the hospital within the liability of the policy. Any unpaid portion of the bill upon notification by the Insurer has to be settled by the Insured.

2.13.2 Claims submission (Reimbursement claims)

Insured should submit the claim documents to the Insurer. Following is the list of document for claim submission. Additional requirements may be called for depending on the claim

Duly filled Claim form,

- Original Discharge card/certificate/ death summary
- Copies of prescription for diagnostic test, treatment advise, medical references
- Original set of investigation reports
- Itemized original hospital bill and receipts Hospital and related original medical expense receipt
- Pharmacy bills in original with prescriptions

2.13.2.1 The Insured shall without any delay consult a Doctor and follow the advice and treatment recommended, take reasonable step to minimize the quantum of any claim that might be made under this Policy and intimation to this effect must be forwarded to Insurer accordingly.

2.13.2.2 Insured must provide intimation to Insurer immediately and in any event within 48 hours from the date of Hospitalization. However, the Insurer at his sole discretion may relax this condition subject to a justifiable reason/evidence being produced by the Insured on the reasons for such a delay beyond the stipulated 48 hours up to a maximum period of 7 days.

2.13.2.3 Insured has to file the claim with all necessary documentation within 30 days of discharge from the Hospital, and provide Insurer with written details of the quantum of any claim along with all the original bills, receipts and other documents upon which a claim is based and shall also give Insurer such additional information and assistance as Insurer may require in dealing with the claim. In case of delayed submission of claim and in absence of a justified reason for delayed submission of claim, the Insurer would have the right of not considering the claim for settlement.

2.13.2.4 In respect of post hospitalization claims, the claims must be lodged within 30days from the completion of post Hospitalization treatment subject to maximum of 30 days from the date of discharge from hospital. (Applicable only for platinum plan)

2.13.2.5 The Insured shall submit himself for examination by Insurer's medical advisors as often as may be considered necessary by Insurer. In such an event the Insurer will bear reasonable & customary Expenses incurred by the Insured for making himself available for the said examinations.

2.13.2.6 Insured must give all original bills, receipts, certificates, information and evidences from the attending Medical Practitioner /Hospital /Diagnostic Laboratory as required by Insurer.

2.13.2.7 On receipt of intimation from Insured regarding a claim under the policy, Insurer/ Administrator is entitled to carry out examination and obtain information on any alleged Injury or Disease requiring Hospitalization if and when Insurer may reasonably require.

2.13.3 Claims Processing

On receipt of claim documents from the Insured, the Insurer shall assess the admissibility of claim as per Policy terms and conditions. Upon satisfactory completion of assessment and admission of claim, the Insurer will make the payment of benefit as per the contract not later than 10 working days if all required documents are submitted. In case the claim is repudiated Insurer will inform the Insured about the same in writing with reason for repudiation.

2.13.4 Cumulative increase in the benefit

If no claim has been made under the Policy and the Policy is renewed without any break, the Insurer allows a cumulative increase of the benefit to the renewed Policy upon receipt of premium automatically by increasing the Sum Insured by 5%. The maximum cumulative increase shall not exceed 50% of the Sum Insured in any Policy year. The cumulative increase to be offered is as mentioned below:

a. In case of a claim in the Policy the Cumulative increase (if any) under the Policy will get reduced by 10% (Percentage is applied to the basic sum insured) at the time of next policy anniversary date.

b. In case of increase in the Sum Insured of the Policy, Cumulative increase will be applicable on the initial Sum Insured only from the next year subject to no claims and will start from 5%

2.15 Renewal & Cancellation

a. Cancellation will not be invoked by Insurer except on ground of fraud, moral hazard or misrepresentation.

b. Renewal notice will be send to the Insured not later than 2 weeks prior to expiry of the Policy Period including the no claim bonus entitle subject to no claim bonus incurred for the entire policy Period.

c. No renewal receipt shall be valid unless it is on the printed form of Insurer and signed by an authorised official of Insurer.

d. The Policy will automatically terminate at the end of the Policy Period and the Insurer is under no obligation to give notice that it is due for renewal.

e. In case of a Policy that has expired/ not renewed with the Insurer before the date of expiry, the benefits listed in the schedule will lapse and his Policy terminates.

f. In the event of any renewal of the Policy after 30 days from the expiry of the Policy, the same will be treated as a fresh policy and all the terms and conditions of the policy will be applicable. Coverage is not available for the period during which premium was not received.

g Insurer may cancel this insurance by giving Insured at least 30 days written notice and shall refund a prorated premium for the unexpired Policy Period subject to no claims.

h. Insured may cancel this insurance by giving Insurer at least 30 days written notice, and if no claim has been made then the Insured shall refund premium on short term rates for the unexpired Policy Period as per the rates detailed below.

Period on risk	Rate of premium refunded
Up to one month	75% of annual rate
Up to three months	50% of annual rate
Up to six months	25% of annual rate
Exceeding six months	Nil

2.16 Multiple policies

At any point of time, if it is found that there are multiple policies obtained by the Insured covering hospitalization reimbursement benefit provided by this Policy and such information on other existing hospitalization reimbursement health insurance policies is not declared/provided to Insurer in the proposal form. Duty of disclosure under the general conditions in the Policy and no liability exists under the Policy for the disease/illness contracted by the Insured. In case of full and complete declaration of policies held with Sri Lanka Insurance and or with other Insurers, the liability under the Policy would be as follows:

- The maximum liability for the company would be the sum Insured /daily cash benefit amount under all such policies issued to the Insured put together subject to maximum allowable limits.
- If there are policies with us and also with other insurers, the Company shall not be liable to pay or contribute more than its ratable proportion of any expense incurred towards the covered benefit by the Insured Person.

2.17 Compliance with Policy provisions

Failure by Insured to comply with any of the provisions in this Policy may invalidate all claims hereunder.

2.18 Examination of Medical records

Insurer may examine Insured medical records/reports and related documents relating to the insurance under this Policy at any time during the Policy Period and up to three years after the Policy expiry, or until formal adjustment (if any) and resolution of all claims under this Policy.

2.19 Territorial limits and Law

Insurer will cover hospitalization expenses incurred for sickness, Accidental Bodily Injury contracted or sustained by the Insured during the Policy Period anywhere in Sri Lanka.

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Sri Lankan Law.

The Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by Insurer, approval for which shall be evidenced by an endorsement on the Schedule.

2.20 Observance of terms and conditions

The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured / Insured Person, shall be a condition precedent to any liability of the Insurer to make any payment under this Policy.

2.21 No Constructive Notice

Any knowledge or information of any circumstances or condition in connection with the Insured/ Insured Person, in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Insurer notwithstanding subsequent acceptance of the premium.

2.22 Notice of charge

The Insurer shall not be bound to take notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the payment by the Insurer to the Insured / Insured Person, his/her assignee or legal representative, as the case may be, of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Insurer.

2.23 Overriding effect

The terms and conditions contained herein and in the Schedule and proposal form shall be deemed to form part of the Policy and shall be read as if they are specifically incorporate herein

2.24 Duty of the Insured on occurrence of loss

On the occurrence of loss within the scope of cover under the Policy, the Insured / Insured Person shall:

- Forthwith file/submit a claim form in accordance with "Claim Procedure" clause.
- Allow the Medical practitioner or any agent of the Insurer to inspect the medical and Hospitalization records and to examine the Insured/Insured person.

- Assist and not hinder or prevent the Insurer or any of its agent in pursuance of their duties. In case the Insured / Insured Person does not comply with the provisions of this clause or other obligations cast upon the Insured /Insured Person under this Policy or in any of the Policy document, all benefits under the Policy shall be forfeited, at the option of the Insurer.

2.25 Right to Inspect

If required by the Insurer, an agent/representative of the Insurer including a Physician appointed in that behalf shall in case of any loss or any circumstances that have given rise to a claim to the Insured/Insured Person be permitted at all reasonable times to examine into the circumstances of such loss. The Insured /Insured Person shall on being required so to do by the Insurer produce all relevant documents relating to or containing reference relating to the loss or such circumstance in his/her possession including presenting himself for examination and furnish copies of or extracts from such of them as may be required by the Insurer so far as they relate to such claims and will in any way assist the Insurer to ascertain the correctness thereof or the liability of the Insurer under this Policy.

2.26 Cause of Action / Currency of Payment

No claim shall be payable under this Policy unless the cause of action arises in Sri Lanka. All claims shall be payable in Sri Lanka in Sri Lankan rupees only.

2.27 Policy disputes

2.27.1. In the event of any dispute, claim, question or disagreement arising from or relating to this agreement or the breach thereof, the parties here to shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to both parties.

2.27.2. If parties do not reach such solution within a period of 60 days, upon receiving notice by either party to the other, all disputes, claims, questions or disagreements may be referred to insurance Ombudsman.

2.27.3. Further either party (the policyholder and/ or the Company) may also refer any dispute arising from this contract to IRCSL or Arbitrator with the consent of the Policy holder in accordance with the statutory provisions relating to Arbitration law of Sri Lanka.

Arbitration Clause

If any difference shall arise between the Insurer and the Insured or any claimant under this Policy such difference may with the consent of both parties be referred to a Arbitrators, to be appointed in writing by the parties in deference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar. Month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire, month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire, appointed in writing by the Arbitrator before entering upon the reference.

The umpire may sit with the Arbitrators and Preside at their meetings and the making of a ward shall not be a condition precedent to any right of action against the Insurers. If the Insurers shall disclaim liability to the Insured for any claim hereunder, and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained or legal action in a Court of Law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

The parties to this Policy expressly agree that the laws of the Republic of Sri Lanka shall govern the validity, construction, interpretation and effect of this Policy. Any dispute concerning the interpretation of the terms and conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Insurer to be subject to Sri Lankan law. All matters arising hereunder shall be determined in accordance with the law and practice of such Court within Sri Lankan Territory.

2.28 Position after a claim

As from the day of receipt of the claim amount by the Insured/Insured Person, the cover for the remainder of the period of insurance shall stand reduced by a corresponding amount/number of days.

2.29 Complaints handling process

To express the customers view about the service of the company and complaint management the following systems are setup through SLIC.

- A. Web site (www.srilankainsurance.com)
- B . Hotline (0112 357 357)
- C. Suggestions Box placed at each and every SLIC branch and Head Office
- D. In writing to

Manager - SHE/PA,
13th floor,
SHE/PA Underwriting Department,
Sri Lanka Insurance Corporation Ltd,
No 21, Vauxhall Street,
Colombo 02.

Any claims rejections related grievance will be handled by SLIC divisional claims panel once a week.

2.30 Days Of Grace

30 Days from the date of first unpaid premium, Policy to be considered as inforce during grace period and all benefits applicable as per existing Policy terms and conditions. Coverage is not available for the period for which no premium is received.

2.31 Assignments

This policy and its benefits cannot be assigned to another party

2.32 Cover Ceasing Age

The cover will be ceased at the age of 70 years for adults and age 21 years for dependent children

3 GENERAL EXCLUSIONS

The company shall not be liable to make any payment if hospitalization or claims are attributable to or based on or arise out of or are directly or indirectly connected to any of the following:

3.1 Any pre-existing illnesses, diseases, injuries, symptoms or impairments ("Pre-existing Conditions") from which the Life Insured is suffering prior to the Commencement Date of Insurance of the Life Insured, are excluded from the scope of the cover of the Policy. Complications arising out of pre-existing conditions would also be deemed as pre-existing.

3.2 Medical expenses incurred for treatment undertaken for disease or illness within 30 days of the date of inception or revival of the Policy, except for accidental injuries.

3.3 Hospitalization / Medical expenses not directly related to the specific illness or injury for which hospitalization took place and the expenses which are not approved by the attending doctor.

3.4 Any treatment not performed by a doctor

3.5 Expenses which are not for actual, necessary and reasonable expenses incurred in the treatment of the Illness or Physical Injury, or any elective surgery or treatment which is not medically necessary.

3.6 Sterility, treatment whether to effect or to treat infertility, any fertility, sub fertility or assisted conception procedure, surrogate or vicarious pregnancy, birth control, contraceptive supplies or services including complication arising due to supplying services.

3.7 Any diagnosis or treatment arising from or traceable to pregnancy or child birth, miscarriage, abortion or complications of any of these including caesarean section, voluntary medical termination of pregnancy and/or any treatment related to pre and post natal care of the mother or the new born, unless specified otherwise under policy terms and conditions.

3.8 Any medical or non-medical expenses incurred in respect of harvesting and storage of stem cells when carried out as a preventive measure against possible future ailments.

3.9 Hospitalization for correction of birth defects or congenital anomalies

3.10 Dental treatment or surgery of any kind unless necessitated by an Accident.

3.11 Cost of spectacles contact lenses hearing aids and the cost of treatment for vision correction.

3.12 Self affected injuries or conditions (attempted suicide) and or the treatment directly or indirectly arising from alcoholism or drug abuse and any Illness or Physical Injury which may be suffered after consumption of intoxication liquors or drugs.

3.13 Non-allopathic methods of surgery and treatment. (Ayurveda Treatments)

3.14 Hospitalization for donation of an organ unless specified otherwise and subject to terms and conditions of the Policy.

3.15 Medical or surgical treatment for weight reduction or weight improvement regardless of whether the same is caused (directly or indirectly) by a medical condition.

3.16 Psychiatric, mental disorders (including mental health treatments), Parkinson and Alzheimer's disease, general debility or exhaustion ("run-down conditions"), stem cell implantation or surgery, or growth hormone therapy.

3.17 Medical expenses relating to any Hospitalization primarily for diagnostic, X-ray or any other investigations.

3.18 Any experimental or unproven procedures or treatments, devices or pharmacological regimens of any description.

3.19 Stay in Hospital for domestic reason where no active regular treatment is given by a Doctor.

3.20 Charges for services received in convalescent home and nursing homes, nature cure clinics and similar establishments.

3.21 Circumcision unless necessary for treatment due to an accident or ailment and subject to terms and conditions of the Policy.

3.22 Plastic surgery or cosmetic surgery unless necessary as a part of medically necessary treatment certified by the attending Medical Practitioner for reconstruction following an Accident or illness, Lasik or laser surgery.

3.23 Any treatment related to sleep disorder or sleep apnea syndrome.

3.24 Expenses for any routine or prescribed medical check up or examination, external and or durable Medical / Non-medical equipment of any kind used for diagnosis and/or treatment and/or monitoring and/or maintenance and/ or support including CPAP, CAPD, Infusion pump, oxygen concentrator etc., ambulatory devices like walker, crutches, belts, collars, caps, splints, stings, braces, stockings, gloves, hand soaps etc. of any kind, Diabetic footwear, glucometer/ thermometer and similar related items and also any medical equipment, which are subsequently used at home, administrative fees, biomedical waste fees, medical records charges and any luxury taxes.

3.25 Any kind of service charges, surcharges, admission fees, registration charges etc. levied by the Hospital.

3.26 Any natural peril (including but not limited to avalanche, earthquake, volcanic eruptions, or any kind of natural hazard), nuclear disaster, radioactive contamination and/or release of nuclear or atomic energy.

3.27 War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, terrorism, rebellion, active participation in strikes, riots or civil commotion, revolution, insurrection or military or usurped power, and full-time service in any of the armed forces.

3.28 Naval or military operations (including duties of peace time) of the armed forces or air force and participation in operation requiring the use of arms or which are ordered by military authorities for combating terrorists, rebels and the like.

3.29 Participation in any hazardous activity or sports including but not limited to racing scuba diving, aerial sports, bungee jumping or mountaineering, activities such as hang-gliding, ballooning, and any other hazardous activities or sports unless agreed by special endorsement.

3.30 Expenses incurred for procurement of a replacement organ, transportation costs of the replacement organ and associated administration costs. Expenses incurred by the donor would be covered for hospitalization only and within the overall sum insured of the donee.

3.31 Any Insured Person committing or attempting to commit a criminal or illegal act while sane or insane.

3.32 Non-Medical expenses including Personal comfort and convenience items or services such as telephone, television, personal attendant barber or beauty services, diet charges, food, cosmetics, napkins, toiletry items, guest services and similar incidental expenses or services.

3.33 Any hospitalization or medical expenses incurred outside of Republic of Sri Lanka and any domiciliary treatment.

3.34 Any sexually transmitted diseases or any condition directly or indirectly caused by or associated with Human Immune deficiency virus (HIV) or any syndrome or condition of a similar kind commonly referred to as AIDS. (Acquired Immune Deficiency Syndrome)

4 FIRST YEAR EXCLUSIONS

4.1 Deviated Nasal Septum/ Nasal & Paranasal Sinus Disorders (except Malignancy), Treatment for Chronic Suppurative Otitis Media (CSOM) and Serous Otitis Media (Grommet Insertion)

4.2 Medical or Surgical management of diseases of Tonsils / Adenoids (except Malignancy)

4.3 Surgery of Thyroid Gland excluding for the reason of Malignancy

4.4 All types of Hernias

4.5 Hydrocele / Varicocele / Spermatocoele

4.6 Piles / Fissure / Fistula-in-Ano / Rectal Prolapse / Pilonidal Sinus

4.7 Benign Prostatic Hypertrophy

4.8 Treatment of all gynecological conditions (Such as but not limited to Uterine Fibroid, Dysfunctional Uterine Bleeding, Hysterectomy, Uterine Prolapse, Endometriosis, Adenomyosis Uteri, Ovarian Cyst etc) except those arising from malignancy

4.9 Hypertension and related complications

4.10 Skin and all internal cysts/tumors/nodules/ polyps/ganglions/lipomas of any kind unless malignant

4.11 Calculus Diseases of any etiology

4.12 Retinopathy/Retinal Detachment

4.13 Peripheral Vascular Disease due to Diabetes / Diabetic Foot

4.14 All types of CRF and acute on chronic Renal Failures but not ARF, including Renal Failure due to Diabetes

4.15 Osteoporosis / Pathological Fracture / Degenerative Joint Diseases

4.16 Cataract

4.17 Treatment for degenerative joint conditions including joint replacement surgeries. However, joint surgeries necessitated due to accidents would not be a part of this exclusion

4.18 Treatment for benign breast disorders like fibro adenoma, fibrocystic disease etc.

4.19 Treatment for Carpal tunnel syndrome

4.20 Treatment for Peripheral Vascular disease including varicose veins

5 LISTED DAY CARE SURGERIES

The Followings are the listed Daycare Procedures and such other surgical operations that necessitate less than 24 hours hospitalization due to medical/technological advancement/infrastructure facilities and the coverage of which is subject to the terms, conditions and exclusions of the Policy.

5.1 Microsurgical operations on the middle ear

Stapedotomy
Revision of a stapedotomy
Other operations on the auditory ossicles
Myringoplasty (Type -I Tympanoplasty)
Tympanoplasty (closure of an eardrum perforation/reconstruction of the auditory ossicles) Revision of a tympanoplasty
Other microsurgical operations on the middle ear

5.2 Other operations on the middle & internal ear

Myringotomy
Removal of a tympanic drain
Incision of the mastoid process and middle ear
Mastoidectomy
Reconstruction of the middle ear
Other excisions of the middle and inner ear
Fenestration of the inner ear
Revision of a fenestration of the inner ear
Incision (opening) and destruction (elimination) of the inner ear
Other operations on the middle and inner ear

5.3 Operations on the nose & the nasal sinuses

Excision and destruction of diseased tissue of the nose Operations on the turbinate's (nasal concha)
Other operations on the nose
Nasal sinus aspiration

5.4 Operations on the eyes

Incision of tear glands
Other operations on the tear ducts
Incision of diseased eyelids
Excision and destruction of diseased tissue of the eyelid Operations on the canthus and epicanthus
Corrective surgery for entropion and ectropion Corrective surgery for blepharoptosis
Removal of a foreign body from the conjunctiva
Incision of the cornea
Operations for pterygium
Other operations on the cornea
Removal of a foreign body from the lens of the eye
Removal of a foreign body from the posterior chamber of the eye Removal of a foreign body from the orbit and eyeball
Operation of cataract

5.5 Operations on the skin & subcutaneous tissues

Incision of a pilonidal sinus
Other incisions of the skin and subcutaneous tissues
Surgical wound toilet (wound debridement) and removal of diseased tissue of the skin and subcutaneous tissues
Local excision of diseased tissue of the skin and subcutaneous tissues
Other excisions of the skin and subcutaneous tissues
Simple restoration of surface continuity of the skin and subcutaneous tissues Free skin transplantation, donor site
Free skin transplantation, recipient site
Revision of skin plasty
Other restoration and reconstruction of the skin and subcutaneous tissues Chemosurgery to the skin
Destruction of diseased tissue in the skin and subcutaneous tissues

5.6 Operations on the tongue

Incision, excision and destruction of diseased tissue of the tongue Partial glossectomy
Glossectomy
Reconstruction of the tongue
Other operations on the tongue

5.7 Operations on the salivary glands & salivary ducts

Incision and lancing of a salivary gland and a salivary duct Excision of diseased tissue of a salivary gland and a salivary duct Resection of a salivary gland
Reconstruction of a salivary gland and a salivary duct
Other operations on the salivary glands and salivary ducts

5.8 Other operations on the mouth & face

External incision and drainage in the region of the mouth, jaw and face Incision of the hard and soft palate
Excision and destruction of diseased hard and soft palate
Incision, excision and destruction in the mouth
Plastic surgery to the floor of the mouth
Other operations in the mouth

5.9 Operations on the tonsils & adenoids

Trans oral incision and drainage of a pharyngeal abscess Tonsillectomy without adenoidectomy
Tonsillectomy with adenoidectomy
Excision and destruction of a lingual tonsil
Other operations on the tonsils and adenoids

5.10 Trauma surgery and orthopaedics

Incision on bone, septic and aseptic
Closed reduction on fracture, luxation or epiphyseolysis with osteosynthesis Suture and other operations on tendons and tendon sheath
Reduction of dislocation under GA
Arthroscopic knee aspiration

5.11 Operations on the breast

Incision of the breast
Operations on the nipple
Operations on the digestive tract
Incision and excision of tissue in the perianal region Surgical treatment of anal fistulas
Surgical treatment of hemorrhoids
Division of the anal sphincter (sphincterotomy) Other operations on the anus
Ultrasound guided aspirations Sclerotherapy etc
Laparoscopic cholecystectomy

5.12 Operations on the female sexual organs

Incision of the ovary
Other operations on the Fallopian tube
Dilatation of the cervical canal
Conisation of the uterine cervix
Other operations on the uterine cervix
Incision of the uterus (hysterectomy)
Therapeutic curettage
Culdotomy
Incision of the vagina
Local excision and destruction of diseased tissue of the vagina and the pouch of Douglas
Incision of the vulva
Operations on Bartholin's glands (cyst)

5.13 Operations on the prostate & seminal vesicles

Incision of the prostate
Transurethral excision and destruction of prostate tissue Transurethral and percutaneous destruction of prostate tissue Open surgical excision and destruction of prostate tissue Radical prostatovesiculectomy
Other excision and destruction of prostate tissue
Operations on the seminal vesicles
Incision and excision of periprosthetic tissue
Other operations on the prostate

5.14 Operations on the scrotum & tunica vaginalis testis

Incision of the scrotum and tunica vaginalis testis
Operation on a testicular hydrocele
Excision and destruction of diseased scrotal tissue
Plastic reconstruction of the scrotum and tunica vaginalis testis Other operations on the scrotum and tunica vaginalis testis

5.15 Operations on the testes

Incision of the testes
Excision and destruction of diseased tissue of the testes
Unilateral or chidectomy
Bilateral or chidectomy
Surgical repositioning of an abdominal testis

Reconstruction of the testis
Implantation, exchange and removal of a testicular prosthesis
Other operations on the penis

5.16 Operations on the spermatic cord, epididymis und ductus deferens

Surgical treatment of a varicocele and a hydrocele of the spermatic cord
Excision in the area of the epididymis
Epididymectomy
Reconstruction of the spermatic cord
Reconstruction of the ductus deferens and epididymis
Other operations on the spermatic cord, epididymis and ductus deferens

5.17 Operations on the penis

Operations on the foreskin
Local excision and destruction of diseased tissue of the penis
Amputation of the penis
Plastic reconstruction of the penis

5.18 Operations on the urinary system

Cystoscopical removal of stones

5.19 Other Operations

Lithotripsy
Coronary angiography
Hemodialysis
Radiotherapy for Cancer
Cancer Chemotherapy

