

**RETIREMENT**

AIA EASY PENSIONS



## POLICY DOCUMENT



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**By this policy AIA INSURANCE LANKA PLC (“The Company”) grants the benefits described in the Policy Schedule;**

**PROVIDED ALWAYS THAT**

- (a) The commencement and continuation of the benefits are conditional upon the payment of **Premiums** relating thereto as described in the **Policy Schedule**.

**AND**

- (b) The Proposal submitted, together with all declarations and statements made and signed by the **Policy Owner** or by any **Life Assured** in connection with the benefits granted by this policy, forms the basis of the benefits so granted.

It is understood that this contract has been entered into in utmost good faith. In the event of fraud or misrepresentation by the **Policy Owner** or the **Life Assured** “The Company” may declare the policy null and void.

The schedules, endorsements attached hereto, or issued with respect to this policy from time to time including the **Policy Schedule**, shall form part of this policy and shall be read and construed as such.

Signed on the Date of Commencement of the policy stated in the Policy Schedule for and on behalf of

AIA INSURANCE LANKA PLC

**Director Operations**

**Chief Executive Officer**

This document is valuable please keep it in a safe place. The maximum benefit will be gained from this policy by ensuring that **Premiums** are paid when they are due.



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## STANDARD TERMS & CONDITIONS

### Article 1 Scope of the Contract

This is a non-participating long term insurance policy with inbuilt savings benefits.

### Article 2 Definitions

The terms defined below have the meanings ascribed to them wherever they appear in this Policy Document and, where appropriate, references to the singular include references to the plural; references to one gender include the other, and references to any statutory enactment include references to amendments to the same.

<b>Accident</b>	An event or contiguous series of events, which are violent, unforeseen, involuntary, external and visible in nature, which causes <b>Bodily Injury</b> .
<b>Additional Life Benefit</b>	This is a benefit payable at the death of the <b>Life Assured</b> subject to applicable terms and conditions and forms part of the <b>Life Benefit</b> .
<b>Age</b>	Age at next birthday.
<b>Allocation Charge</b>	A percentage of <b>Basic Premiums</b> and <b>Top Up Premiums</b> apportioned towards charges from the <b>Premium</b> received with the balance credited to the <b>Investment Account</b> . This is a charge at the time of receipt of <b>Premium</b> .
<b>Allocation Rate</b>	The percentage of <b>Basic Premiums</b> and <b>Top Up Premiums</b> credited to <b>Investment Account</b> . Where this is lower than 100% there is therefore a charge (the <b>Allocation Charge</b> ) at the time of receipt of <b>Premium</b> .
<b>Annual Dividend Rate</b>	A rate declared by the Company for each year that will be used as the basis to credit dividend to the <b>Investment Account</b> . The <b>Annual Dividend Rate</b> applicable for the previous year will be declared during the first six (6) months of the current year
<b>Basic Sum Assured</b>	This is a benefit payable at the death of the <b>Life Assured</b> subject to applicable terms and conditions which amount is equal to the annual <b>Basic Premium</b> and forms part of the <b>Life Benefit</b> .
<b>Claimant</b>	The <b>Policy Owner</b> , <b>Nominee</b> or any other legally interested person (for example, the heir or administrator or executor of a deceased <b>Policy Owner</b> ) who wishes to make a claim for payment of any benefits under the <b>Insurance</b> .
<b>Date of Commencement</b>	The date of commencement of the <b>Insurance</b> as specified in the <b>Policy Schedule</b> .
<b>Guaranteed Dividend Rate</b>	A rate declared by the Company that will be used as the basis for any benefit calculated based on the <b>Investment Account</b> balance until the <b>Annual Dividend Rate</b> for the respective year is declared. The <b>Guaranteed Dividend Rate</b> for the following year will be declared during the last three (3) months of the current year.
<b>Injury / Bodily Injury</b>	Physical damage to the body of an individual caused as a direct result of an <b>Accident</b> and such physical damage must be evidenced by external signs such as contusion, bruise or wound except in cases of drowning and internal injury.
<b>Insurance</b>	The arrangements established by this Policy Document.
<b>Investment Account</b>	A notional account which is created for this insurance policy to which the <b>Basic Premiums</b> , <b>Total Premiums</b> and <b>Top Up Premiums</b> paid are credited subject to Article 8 and 18 at the time of receipt of such <b>Premium</b> after adjusting for <b>Allocation Charge</b> . Charges from the <b>Investment Account</b> are specified in Article 18.

<b>Life Assured</b>	The person named in the <b>Policy Schedule</b> and whose life is the object of the <b>Insurance</b> and, if no person is specifically named, shall mean the <b>Policy Owner</b> .
<b>Life Benefit</b>	The amount as specified in the <b>Policy Schedule</b> payable upon the death of the <b>Life Assured</b> during the <b>Policy Term for Life Benefit</b> , subject to the applicable terms and conditions. This is the <b>Basic Sum Assured</b> and <b>Additional Life Benefit</b> taken together.
<b>Retirement Date</b>	The date specified in the <b>Policy Schedule</b> on which the <b>Pension Fund</b> will become payable as per Article 3.1. d) or 3.4.
<b>Modal Charge</b>	A percentage of <b>Basic Premiums</b> apportioned towards charges based on premium paying frequency or premium paying mode from the <b>Premium</b> received. This is a charge at the time of receipt of <b>Premium</b> and the applicable charge is specified in the <b>Policy Schedule</b> .
<b>Nominee / Beneficiary</b>	A person whose name has been nominated by the <b>Policy Owner</b> and such nomination is notified in writing to the Company in accordance with section 43 of the Regulation of <b>Insurance</b> Industry Act No.43 of 2000 (as amended) and who is entitled to receive the applicable benefits upon the death of the <b>Life Assured</b> subject to the applicable terms and conditions.
<b>Pension Receiving Period</b>	The period between the commencement of pension payment and the last payment of the pension as specified in the <b>Policy Schedule</b> .
<b>Policy Anniversary</b>	The annual anniversary of the <b>Date of Commencement</b> .
<b>Policy Owner</b>	A person who has a contractual capacity as named in the <b>Policy Schedule</b> , having an insurable interest in the life of the <b>Life Assured</b> , who has entered in to the contract of the <b>Insurance</b> with the Company, and owns the <b>Insurance</b> .
<b>Policy Schedule</b>	The schedule and any endorsements thereto issued by the Company to evidence the <b>Insurance</b> , and, if more than one on the same subject, then the latest in time with respect to such particular subject.
<b>Policy Term for Life Benefit</b>	The period between the <b>Date of Commencement</b> and the <b>Retirement Date</b> .
<b>Policy Term for Accident Benefit</b>	The period from the Commencement date to the Expiry date of the <b>Accident Benefit</b> as stated in the <b>Policy Schedule</b> .
<b>Policy Term for Additional Benefit</b>	The period from the Commencement date to the Expiry date of the relevant <b>Additional Benefits</b> as stated in the <b>Policy Schedule</b> .
<b>Policy Year</b>	The year commencing on the <b>Date of Commencement</b> or on a <b>Policy Anniversary</b> thereof.



<b>Regular Premium / Premium</b>	<p>Amount payable by the <b>Policy Owner</b>, in the manner, at the regular intervals and in the method specified in the <b>Policy Schedule</b> which relates to benefits of this <b>Insurance</b>.</p> <p><b>Premiums</b> specified under this <b>Insurance</b> are defined below.</p> <p><b>Basic Premium</b> – <b>Premium</b> which relates to <b>Basic Sum Assured</b> and building the <b>Pension Fund</b>.</p> <p><b>Premium for Accident Benefit</b> – <b>Premium</b> which relates to <b>Accident Benefit</b></p> <p><b>Premium for Premium Protection Benefit</b> – <b>Premium</b> which relates to Premium Protection Benefit</p> <p><b>Aggregate Premium</b> – The aggregate of <b>Basic Premium</b>, <b>Premium for Accident Benefit</b> and <b>Premium for Premium Protection Benefit</b></p> <p><b>Additional Premium</b> – <b>Premium</b> payable for <b>Additional Benefits</b> opted by the <b>Policy Owner</b>.</p> <p><b>Total Premium</b> – Total of <b>Aggregate Premium</b> and <b>Additional Premium</b>.</p>
<b>Pension Fund</b>	The balance of the <b>Investment Account</b> from which the retirement benefits provided under Article 3.1. d) or 3.4 will be paid.
<b>Retirement Date</b>	The date specified in the <b>Policy Schedule</b> after which retirement benefits (as per Article 3.1.d) or 3.4) become payable subject to applicable terms and conditions.
<b>Surrender Penalty</b>	A charge levied by the Company which is debited to the <b>Investment Account</b> on the termination of the <b>Insurance</b> prior to <b>Retirement Date</b> .
<b>Surrender Value</b>	The <b>Investment Account</b> balance less the <b>Surrender Penalty</b> applicable, if any, available only after the payment of <b>Premiums</b> for consecutive three <b>Policy Years</b> according to the applicable terms and conditions.
<b>Top Up Premium</b>	A <b>Premium</b> which the payment by the <b>Policy Owner</b> is discretionary and is not related to benefits of this <b>Insurance</b> with the exception of building the <b>Pension Fund</b> . <b>Policy Owner</b> may pay <b>Top Up Premiums</b> at irregular intervals during <b>Policy Term for Life Benefit</b> subject to Article 8.

## Article 3

### Benefits

#### 3.1 Benefits payable upon the death of the Life Assured

##### a) Life Benefit

Upon the death of the **Life Assured**, during the **Policy Term for Life Benefit**, subject to the admission of a claim by the Company and to Article 12, the Company will pay the **Life Benefit** amount as specified in the **Policy Schedule**.

##### b) Accident Benefit

Upon the death of the **Life Assured** occurring as a sole result of **Injury** prior to the Expiry Date of the Accident Benefit, and provided such death occurs within 90 days of sustaining such injury, the Company subject to the terms and conditions of this policy, will pay to the **Policy Owner** or his **Nominee** or legal heirs as the case may be, the Accident Benefit Amount stated in the **Policy Schedule**, reduced by the amount of any payments made in respect of any other claims under Accident Benefit.



c) **Premium Protection Benefit**

Upon the death of the **Life Assured** during the **Policy Term for Life Benefit**, the Company will commence the **Premium Protection Benefit** and waive off the **Total Premium** payable but continue the **Insurance** for applicable benefits till the **Retirement Date** as described in the Article 5 subject to exclusions stipulated therein.

d) **Retirement Benefits**

Upon reaching the **Retirement Date** the balance of the **Investment Account** as at the date of commencement of the monthly pension payments will be paid to the **Beneficiary** or legal heirs of the **Policy Owner**, as applicable in monthly installments as a monthly pension during the **Pension Receiving Period** specified in the **Policy Schedule**. The basis of computation of the amount of the monthly pension is specified in Article 3.5.

**3.2 Benefits payable in the event of a Total Permanent Disability**

a) **Premium Protection Benefit**

In the event of Total Permanent Disability of the **Life Assured** during the **Policy Term for Life Benefit** the Company will commence the **Premium Protection Benefit** and waive off **Total Premiums** payable and continue the **Insurance** till the **Retirement Date** as described in the Article 5 subject to exclusions stipulated therein. The definition given in Article 5 for Total permanent Disability shall be applicable for the purposes of **Premium Protection Benefit**.

b) **Accident Benefit**

Upon the **Life Assured** sustaining **Injury** prior to the Expiry Date of the Accident Benefit, which shall solely and independently of any other cause result in the **Life Assured's** Total Permanent Disability (as defined hereinafter), and proves such disablement to the satisfaction of the Company, the Company will subject to the terms and conditions of this policy, pay to the **Policy Owner** an advance payment equal to 60% of the Accident Benefit Amount specified in the **Policy Schedule** and the balance 40% in nine equal installments on each **Policy Anniversary** from the date of Total Permanent Disability. Such Advance Payments will only be made during the continuance of the Total Permanent Disability and upon production of the policy for endorsement.

For the purposes of this Accident Benefit "Total Permanent Disability" is defined as disablement such that there is neither at the time Disablement commences nor at any time thereafter, any work, occupation or profession that the **Life Assured** can ever be capable of doing or following to earn or obtain any wages, compensation or profit as a result of **Injury**, provided however, that such Disablement must last for not less than 26 weeks in duration, and if it is thereafter admitted as Permanent and Total for the purposes of Accident Benefit, liability of the Company shall accrue as from the date of commencement of the Disablement. Any of the occurrences listed under 'Total Permanent Disability' in the "Table of Benefits" in Article 6 shall also be considered as Total Permanent Disability.

**3.3 Benefits payable in the event of a Permanent Partial Disability**

a) **Accident Benefit**

Upon the **Life Assured** sustaining any **Injury** prior to the Expiry Date of the Accident Benefit, which shall solely and independently of any other cause result in the **Life Assured's** Permanent Partial Disablement (as hereinafter defined), and proves such disablement to the satisfaction of the Company, the Company shall subject to the terms and conditions of this policy pay to the **Policy Owner**, a payment equal to the relevant percentage, as listed under 'Permanent Partial Disablement' in the Table of Benefits given in Article 6, of the Accident Benefit Amount stated in the **Policy Schedule**.

For the purposes of this Benefit "Permanent Partial Disablement" is defined as disablement resulting in any of the occurrences listed under 'Permanent Partial Disablement' in the "Table of Benefits" under Article 6.

### 3.4 Benefits payable at the Retirement Date

#### a) Pension Fund

Subject to Article 12, if the **Life Assured** is surviving on the **Retirement Date**,

- i) Prior to the commencement of monthly pension payments the **Policy Owner** will have the option to withdraw up to 100% of the **Pension Fund** as at the date of exercising such option as a lump sum payment. Such withdrawal shall be regardless of any amount previously withdrawn by the **Policy Owner** as an emergency withdrawal under the Article 10 of the policy. In the event the **Policy Owner** withdraws the 100% of the **Pension Fund** in terms of this clause, then, no further benefit shall be payable under this **Insurance** and this policy shall be terminated upon the payment of the said lump sum; Or,
- ii) The value of the **Pension Fund** as at the date of the commencement of the monthly pension payments will be paid to the **Policy Owner** in monthly installments as a monthly pension during the **Pension Receiving Period** specified in the **Policy Schedule**. The basis of computation of the amount of the monthly pension is specified in Article 3.5
- iii) Upon reaching the **Retirement Date** but prior to the commencement of the monthly pension payment, the **Policy Owner** will have the option to change the **Pension Receiving Period** selected at the **Date of Commencement** subject to a minimum period of 120 months and a maximum period of 360 months.
- iv) In the event of the death of the **Policy Owner** prior to the last pension payment, any pension payments payable under this Policy will be paid to the Beneficiary or legal heirs as applicable.

### 3.5 Computation of monthly pension

For the number of months (D) selected as the **Pension Receiving Period** which is specified in the **Policy Schedule** for which the monthly pension would be payable from the funds accrued at the start of each month (F), an amount of  $F / (D - t + 1)$  would be withdrawn and paid where t is the number of months elapsed since the **Retirement Date** of first pension payment.

Example: In the first month immediately after retirement,  $F/D$  would be withdrawn. In the second month,  $F / (D-1)$  would be withdrawn.

## Article 4

### Loyalty Reward

- 4.1 The Company shall notionally credit to the **Investment Account** the Loyalty Reward at the tenth **Policy Anniversary** subject to Article 4.2 and 4.3. The applicable amount will be a percentage of annual **Basic Premium** and the relevant percentage is based on the premium paying frequency / mode as specified in the **Policy Schedule**.
- 4.2 The Policy will be entitled to the Loyalty Reward only if the **Total Premiums** payable during the first ten **Policy Years** are paid by the **Policy Owner** before or on the due date or at most within a period of 180 days from the due date of each **Total Premium**. For avoidance of doubt, it is declared and agreed that this Policy will not be entitled for the Loyalty Reward if any payment of **Total Premium** had been delayed beyond 180 days from the respective due date of such delayed **Total Premium**.
- 4.3 In the event of a change of premium paying frequency / mode during the first ten **Policy Years**, the lowest amount of Loyalty Reward will be applied corresponding to the premium payment frequencies / modes chosen by the **Policy Owner** after the third **Policy Anniversary** but before the Loyalty Reward is credited. Applicable percentage amounts for Loyalty Reward corresponding to the available premium paying frequencies / modes are specified in the **Policy Schedule**.

## Article 5

## Premium Protection Benefit

### 5.1 Benefits Provided

If at any time during the first three **Policy Years** provided the **Total Premiums** have been duly paid, or after commencement of the fourth **Policy Year** and prior to the termination of the policy, the death of the **Life Assured** occurs or the **Life Assured** becomes Totally and Permanently Disabled (as defined within Article 5.2), then subject to the applicable terms and conditions, all future **Total Premiums** payable under the Policy in respect of applicable covers specified in the **Policy Schedule** shall be waived. In the event of disablement, the future aforesated Premiums which exclude the premium for Hospital Expense Cover (if opted) shall be waived during the continuance of such Total and Permanent Disablement. The first Premium so waived which exclude the premium for Hospital Expense Cover (if opted) shall be the one falling due immediately after the date of death or commencement of the disablement provided, however, that there shall be no waiver of any **Premium** where the due date of which is more than one year prior to the date of receipt by the Company of written notice of claim.

### 5.2 Definitions applicable for this benefit

“Total and Permanent Disability” refers to a disability, which:

- a. is caused by Bodily **Injury** resulting from an accident or due to sickness, and
- b. occurs due to the said bodily injury or sickness, directly and independently of any other causes, and
- c. is certified by a medical practitioner appointed or approved by the Company to be totally incapacitated; and
- d. occurs within 180 days of the occurrence of such accident or from the date of diagnosis of disease/sickness which triggered the disability, but before the expiry of **Policy Term for Life Benefit**, and
- e. completely, continuously and permanently prevents the **Life Assured** from engaging in any work, occupation or profession to earn or obtain any wages, compensation or profit, such condition to persist for at least 6 months from the date of commencement of disability, or
- f. the loss of both arms, or of both legs, or of one arm and one leg, or of both eyes, shall be considered total and permanent disability, without prejudice to other causes of total and permanent disability.

“Loss of an arm or a leg” shall mean physical severance of the arm at or above the wrist or physical severance of the leg at or above the ankle which:

- a. is caused by bodily injury resulting from an accident or due to sickness, and
- b. occurs due to the said bodily injury or sickness, directly and independently of any other causes, and
- c. occurs within 180 days of the occurrence of such accident or from the date of diagnosis of disease/sickness but before the expiry of the cover.

“Loss of an eye” shall mean total and irrevocable loss of sight of an eye which:

- a. is caused by bodily injury resulting from an accident or due to sickness, and
- b. occurs due to the said bodily injury or sickness, directly and independently of any other causes, and
- c. occurs within 180 days of the occurrence of such accident or from the date of diagnosis of disease/sickness but before the expiry of the cover.

### 5.3 Additional Claims Requirements

In addition to the requirements specified in Article 12 the following requirements shall also apply in respect of the benefits provided under this Article:

- (i) Written notice of claim shall be given to the Company within three (3) months from the date of death or commencement of such disablement. Failure to give notice within such time shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.
- (ii) Assessment of disablement of the **Life Assured** will be made after a period of 26 weeks of continuous disablement. If admitted, **Premiums** will be waived from the date of commencement of disablement. **Premiums** paid after the date of commencement of disablement will be refunded.
- (iii) Though proof of Disablement may have been accepted as satisfactory by the Company, the Company shall be entitled to demand at reasonable intervals, from the **Life Assured** proof of the continuance of such disablement. If the **Life Assured** fails to furnish such proof, or if the **Life Assured** becomes able to perform any work or engage in any occupation or profession to earn emoluments all **Premiums** falling due after any such event shall be payable by the **Policy Owner** according to the terms of this policy.
- (iv) The Company may at its absolute discretion require the **Life Assured** to submit himself for a medical examination to a medical practitioner specified by the Company whenever it may reasonably require and the **Policy Owner** shall ensure that the Life Assured complies with such requirement.
- (v) Proof of Disablement must be furnished to the Company during the lifetime of the **Life Assured** and within one year of the relative **Premium** due date of the first **Premium** in default, if there is such a default.

### 5.4 Specific Exclusions Applicable to this Benefit

The general policy exclusions given in Article 15 will be applicable to this benefit.

No benefits shall be payable for or on account of any disablement of the **Life Assured** caused or aggravated directly or indirectly, in whole or in part by any one or more of the following :-

- (i) An act or attempted act of suicide, self-inflicted bodily injury, whilst sane or insane or participation in any criminal or unlawful act.
- (ii) Any disability, abnormality, deformity or illness which existed prior to the **Date of Commencement** of this policy.

### 5.5 Additional Conditions & Options

- (i) The **Premium** applicable for this benefit is guaranteed for one year only. The Company reserves the right to revise the **Premium** at the **Policy Anniversary** after due notification to the **Policy Owner**.
- (ii) No changes to any of the benefits provided by this policy or in the mode of **Premium** payment shall be made during the continuance of disablement.
- (iii) An assignee or **Nominee** shall not have the right to receive any payments arising from a claim under the benefits provided in this Article.
- (iv) The premium applicable for Hospital Expense Cover (if opted) shall not be covered under the benefit provided under this Premium Protection Benefit. This means the total premium waived off by application of this benefit shall not include the premium payable with respect to Hospital Expense Cover.

## Article 6      Accident Benefit

- 6.1      Terms and conditions stipulated in this Article 6 shall apply to benefits provided under Articles 3.1. b), 3.2.b) and 3.3.a) as applicable.
- 6.2      Table of Benefits

### TABLE OF BENEFITS

<i>NATURE OF DISABILITY</i>	<i>Benefit as a percentage of the Accident Benefit Amount</i>
<b>TOTAL PERMANENT DISABILITY</b>	
Total and irrecoverable loss of sight of both eyes	100%
Loss of two limbs	100%
Complete and permanent deafness of both ears, of traumatic origin	100%
Removal of the lower jaw	100%
Permanent loss of speech of traumatic origin	100%
<b>PERMANENT PARTIAL DISABLEMENT</b>	
Loss of part of the lower jaw or half of the maxillary bone	40%
Loss of one eye	50%
Complete and permanent deafness of one ear of traumatic origin	30%
<b>UPPER LIMBS</b>	
Total paralysis of one arm (incurable lesion of the nerves)	50%
Loss of a limb	50%
Shoulder ankylosis	30%
Total loss of thumb	15%
Partial loss of thumb (ungual phalanx)	5%
Total severance of forefinger	10%
Severance of two phalanges of forefinger	8%
Severance of the ungual phalanx of forefinger	3%
Simultaneous severance of thumb and forefinger	25%
Severance of thumb and finger other than forefinger	20%
Severance of two fingers other than thumb and forefinger	8%
Severance of three fingers other than thumb and forefinger	15%
Severance of four fingers including thumb	40%
Severance of four fingers excluding thumb	35%
Severance of the median finger	8%
Severance of a finger other than thumb, forefinger and median finger	3%
<b>LOWER LIMBS</b>	
Loss of a limb	50%
Partial loss of foot (sub-ankle-bone disarticulation)	40%
Partial loss of foot (medio-tarsal disarticulation)	35%
Partial loss of foot (tarso-metatarsal disarticulation)	30%
Total paralysis of a leg (incurable nerve lesion)	60%
Complete paralysis of the external popliteal sciatic nerve	30%
Complete paralysis of the internal popliteal sciatic nerve	20%
Complete paralysis of two nerves (popliteal sciatic external and internal)	40%
Ankylosis of the hip	40%
Ankylosis of the knee	20%
Considerable loss of osseous substance from the thigh or both bones of the leg (incurable condition)	60%
Shortening of a leg by 6 cm or more	30%
Shortening of a leg by at least 3 cm but less than 6 cm	20%
Shortening of a leg by less than 3 cm	10%
Total severance of all the toes of one foot	25%
Severance of four toes including the big toe	20%
Severance of four toes excluding big toe	10%
Severance of two toes	5%
Severance of one toe, other than the big toe	3%

- N.B. Where the injury is not specified the Company will adopt a percentage of disablement which in the opinion of the Company is not inconsistent with the provisions of the above Scale.
- N.B. "Loss of Limb" shall mean total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

Maximum benefits payable under this Article for all claims taken together or for any single claim shall not exceed the **Accident Benefit** Amount stated in the **Policy Schedule**.

### 6.3 Additional Claims Requirements for a claim under Accident Benefit

In addition to the requirements specified in Article 12 the following requirements shall also apply in respect of the benefits provided under this Article:

- (i) The Company should be served with written notice of any injury to the **Life Assured** upon which a claim may be based. Such notice must be given to the Company at least within a period of 30 days from the date of sustaining such injury. In the event of accidental death of the **Life Assured**, immediate notice thereof must be given to the Company. Such notice given by or on behalf of the **Policy Owner** or **Nominee** or any other person entitled to a claim under this benefit, as the case may be, to the Company with particulars sufficient to identify the **Policy Owner/Life Assured** shall be deemed to be notice to the Company. Failure to give notice within such time shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.
- (ii) Proof of Disablement must be furnished to the Company during the lifetime of the **Life Assured** and within one year of the relative Premium Due Date of the first **Premium** in default, if there is such a default.
- (iii) Though proof of Total Permanent Disability may have been accepted as satisfactory by the Company, the Company shall be entitled to demand, at reasonable intervals from the **Policy Owner** proof of the continuance of such Disability, but after such Disablement has continued for two full years the Company shall not demand such proof more than once in each year. If the **Policy Owner** fails to furnish such proof, or if the **Life Assured** becomes able to perform any work or engage in any occupation or profession to earn or obtain any wages, compensation or profit, Advance Payments shall cease.
- (iv) The Company may at its absolute discretion require the **Life Assured** to submit himself for a medical examination to a medical practitioner specified by the Company whenever it may reasonably require and in case of accidental death shall be entitled to require an autopsy to be conducted where it is not forbidden by law. The **Policy Owner** or the **Claimant** as the case may be, shall be obliged to comply with such request.

### 6.4 Specific Exclusions Applicable Accident Benefit

In addition to the general policy exclusions given in Article 15 following special exclusions will also be applicable to **Accident Benefit**.

- i) **Accident Benefit** shall not be payable in respect of any claim which arises;
  - a) Directly or indirectly, as a result of active service of the **Life Assured** in the military, naval, air force, police or similar service.
  - b) Directly or indirectly from injury or illness caused by nuclear fusion, nuclear fission or radioactive contamination.
  - c) Directly or indirectly, from the **Life Assured** participating in, or training for, any dangerous or hazardous sport or competition or riding or driving in any form of race or competition or any underwater activity.
  - d) Directly or indirectly from aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognized airline or charter service.
  - e) Directly or indirectly, as a result of the **Life Assured** being under the influence of alcohol or drugs otherwise than in accordance with the directions of a registered medical practitioner.



- f) From war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, terrorism or violence, insurrection, military or usurped power.
  - ii) In addition, the benefits provided herein this Article do not cover any injury or death to the **Life Assured** caused by, or aggravated directly or indirectly, in whole or in part, by any act or attempted act of self-injury, suicide, attempted suicide or participation in any criminal or unlawful act.
- 6.5 Additional Conditions applicable for Accident Benefit**
- i) Accident benefit will automatically terminate on reaching its expiry date as stated in the Policy Schedule.
  - ii) The **Policy Owner** shall duly notify the Company of any change in **Life Assured's** occupation or duties performed and the Company reserves the right to revise the **Premium** paid/payable for or exclude Accident Benefit provided by this policy.
  - iii) The Company reserves the right to repudiate any claim arising from any loss or disablement caused directly, wholly or partly by a change of occupation to a more hazardous occupation of which the Company has not been notified.
  - iv) The payment or acceptance of any **Premium** in respect of the Accident Benefit after its termination shall not create any liability in respect of that benefit but the Company shall refund any such **Premium**.
  - v) If the expiry date of **Accident Benefit** is before the expiry of the **Policy Term for Life Benefit** then the Company will calculate and advise the **Policy Owner** of any revised, reduced **Premium** payable for this policy.
- 6.6** The market limit for Accident Benefit is LKR 30,000,000. This means the Company will consider the maximum sum payable by all insurance companies for a claim on Accident Benefit will be limited to the aggregate sum of LKR 30,000,000. The Company will consider the policies in chronological order for this purpose.
- Eg: If a person has obtained one insurance policy from another insurance company with an Accident Benefit amounting to LKR 20,000,000 and the second policy from the Company with an Accident Benefit amounting to LKR 30,000,000, then the claims will be paid as follows. LKR 20,000,000 will be paid by the other insurance company as it was the first policy obtained and the Company will only pay a sum of LKR 10,000,000 as the maximum market limit for this benefit is LKR 30,000,000.

## Article 7 **Guaranteed and Annual Dividend Rate**

During the last three (3) months of each year the Company will guarantee a dividend rate for the following year. The **Guaranteed Dividend Rate** will be used as the basis for any benefit calculated based on the **Investment Account** balance until the **Annual Dividend Rate** for the respective year is declared.

Within the first six (6) months of each year the **Annual Dividend Rate** in respect of the previous year will be declared. The **Annual Dividend Rate** is calculated as the maximum of  $75\% \times C / D$  and the **Guaranteed Dividend Rate** with:

$$D = [A + B - C] / 2 \text{ where}$$

A is the value of the life fund at the previous year start

B is the value of the life fund at the previous year end

C is the Realized Income on the life fund during the previous year and is defined as:

Interest Income + Dividend Income + Realized Capital Gains/Losses + Loan Interest Income - Tax Payable

If the resulting **Annual Dividend Rate** is higher than the **Guaranteed Dividend Rate** then the **Annual Dividend Rate** will be applied to the Individual **Investment Account** for the previous year, thereby replacing the **Guaranteed Dividend Rate**.



## Article 8

### Payment of Regular Premium, Top Up & Forfeiture

- 8.1 It is a condition precedent to the Company's liability during first three **Policy Years** to make any payment under this **Insurance** that there has been payment of **Total Premium** by the **Policy Owner**. If the **Total Premium** is not paid in the manner or amount or at or within the time provided for, then the Company will allow a grace period of thirty (30) days from the date upon which the **Total Premium** should have been paid within which the default shall be rectified.
- 8.2 The **Policy Owner** may opt to pay the **Total Premiums** monthly, quarterly, bi-annually or annually (Premium Paying Frequency / mode). The relevant premium paying frequency also referred to as the premium paying mode or mode is specified in the **Policy Schedule**. The **Policy Owner** may request the Company in writing to change the premium paying frequency / mode any time during the **Policy Term for Life Benefit** and such change will be effective from a date specified by the Company. Such change will affect the Loyalty Reward and attract **Modal Charge** and increase of premiums. as applicable.
- 8.3 **Policy Owner** may pay **Total Premiums** in advance and the Company will accept such advance **Total Premiums** that are due up to a maximum of 36 months from the date the payments are made. Any **Total Premiums** paid in advance for any period which exceeds 36 months or the **Retirement Date** will not create any liability on the Company and the Company will refund such money paid as **Premium**.
- 8.4 If the due date is less than 36 months from the **Date of Commencement** and if **Total Premium** is not paid within the period of grace then the **Insurance** will lapse with effect from the due date of the first **Premium** in default and the Company shall not be liable to make any payment under this **Insurance**. The payment or acceptance of any **Premium** subsequent to the application of the condition in this Article shall not create any liability (unless the policy has been subsequently reinstated under the provisions of Article 11) but the Company shall refund any such **Premium**.
- 8.5 If the due date of the **Total Premium** is 36 months or more from the **Date of Commencement** and if **Total Premium** is not paid on or before the due date and then the **Insurance** will be converted to a Paid Up Insurance with effect from the due date of the first **Total Premium** in default. Upon being so converted to a Paid Up Insurance, following conditions and privileges will apply.
- a) The **Investment Account** will continue to be debited with charges specified in Article 18 and **Premium for Additional Life Benefit** and **Premium for Premium Protection Benefit** will also continue to be debited from the **Investment Account** on the due dates of each respective charge and **Premiums** as applicable.
  - b) **Policy Owner** may pay **Total Premium** any time after the date on which the Policy was converted to a Paid Up Insurance but such payment shall be considered as a payment of the oldest **Premium** in default. Such **Total Premium** shall be notionally credited to the **Investment Account** on the date of payment after adjusting for **Allocation Charges** applicable to the **Policy Year** to which the oldest **Premium** in default relates to.
  - c) The **Insurance** will be immediately terminated if the charges and **Premiums** specified in Article 8.5 a) cannot be debited from the **Investment Account** due to insufficient **Investment Account** balance.
- 8.6 While the policy is considered as lapsed as per Article 8.5 no **Top Up Premium** shall be paid. The payment or acceptance by the Company of any **Top Up Premium** during a period where the policy is considered as lapsed, shall not create any liability but the Company shall refund any such **Top Up Premium** after deducting any reasonable expenses.
- 8.7 Minimum **Top Up Premium** shall be LKR 25,000.00.
- 8.8 **Top Up Premiums** may be paid during the period where the Policy is considered as Paid Up.
- 8.9 Any **Top Up Premiums** paid within the **Policy Term for Life Benefit** during a period of which the policy is not considered as lapsed shall not be refunded.
- 8.10 No **Premium** or **Top Up Premium** may be paid after the **Retirement Date**.
- 8.11 The official receipt issued by the Company or any of the authorized institution shall be the only valid evidence of payment of **Premiums** and the date of such **Premium** payment.

## Article 9 Surrender Value

- 9.1 After the commencement of the fourth **Policy Year** and subject to the payment of **Total Premiums** due in the first three **Policy Years**, the **Policy Owner** shall, upon the termination of this **Insurance** for any reason (other than the death of the **Life Assured** not excluded under Article 15.1), be entitled to a **Surrender Value** calculated as the balance of the **Investment Account**, less the **Surrender Penalty**. The basis of **Surrender Penalty** is given in the **Policy Schedule**.
- 9.2 The **Policy Owner** shall not be entitled to any benefit, upon the termination of this **Insurance** for any reason (other than the death of the **Life Assured**), before the commencement of the fourth **Policy Year** and the payment of all **Total Premiums** due in the first three **Policy Years**.
- 9.3 The Company has a right to charge a fee to cover the administrative costs of processing the surrender.
- 9.4 The payment or acceptance by the Company of any **Premium** subsequent to the payment of **Surrender Value** to the **Policy Owner** shall not create any liability but the Company shall refund any such **Premium**.

## Article 10 Emergency Withdrawal

After the policy acquires a **Surrender Value**, the **Policy Owner** may make a single withdrawal for an emergency from the **Investment Account**, up to a maximum value of fifteen per centum (15%) of the **Investment Account** balance at the date of such withdrawal. This option will be available only once throughout the **Policy Term for Life Benefit** regardless of the percentage withdrawn. This option shall not be available during the **Pension Receiving Period**. The Company has the right to charge a fee as specified in the **Policy Schedule** towards the administrative costs of processing the same.

## Article 11 Reinstatement

- 11.1 The **Policy Owner** may apply to reinstate the lapsed policy within two years from the due date of the first unpaid **Total Premium** (the failure to pay which resulted in the **Insurance** lapsing), provided that the **Policy Owner**:
- 11.1.1 Informs the Company in writing of his intention to do so before the proposed date of reinstatement, subject to the right of the Company to obtain additional information (medical or otherwise) before considering any request for reinstatement;
- 11.1.2 Pays in advance all **Total Premiums** that would have been payable from the date of default to the proposed date of reinstatement;
- 11.1.3 Agrees that, if the Company confirms its willingness to reinstate the **Insurance**, the Company shall be entitled to charge the **Policy Owner** a fee specified in the **Policy Schedule**, towards the costs of dealing with the reinstatement; and
- 11.1.4 Acknowledges that nothing herein shall oblige the Company to reinstate the **Insurance** or restrict the terms upon which the Company may agree to reinstate the **Insurance**, which decision shall be at the sole and absolute discretion of the Company.

## Article 12 Payment of Benefits and Dealings with the Insurance

- 12.1 It is a condition precedent to the Company's liability to make payment of any benefits in respect of the death of the **Life Assured** that it receives immediate written notice and in any event within three (03) months of such death, and is provided with the opportunity of establishing to its satisfaction the date, circumstances and cause of the **Life Assured's** death.
- 12.2 The Company shall be entitled to call for and the **Claimant** shall be obliged to provide the Company with such evidence, medical, legal or otherwise, as it may request in order to admit any claim, surrender or emergency withdrawal under Articles 3, 9, or 10.

- 12.3 At the request of the Company, the **Claimant** shall provide such evidence in support of the claim to the Company at the expense of the **Claimant**.
- 12.4 The Company shall be entitled to investigate any claim and obtain any document relating to the circumstances of the claim and the entitlement of the **Claimant** before payment of any benefits under this **Insurance** and shall be entitled to receive all cooperation and assistance from the **Claimant**.
- 12.5 The Company shall be under no obligation to make any payment under this **Insurance** until such time as the **Claimant** shall have provided it with all information and documentation requested by the Company in relation to both the claim and the **Claimant's** entitlement.
- 12.6 In particular, before any benefits under the **Insurance** are paid, the following (where applicable) must be submitted to the Company:
- The Policy Document
  - Remittance details such as Bank account details of the **Policy Owner** or **Nominee** as applicable.
  - Proof of **Age** of the **Life Assured** (unless previously admitted). The Company reserves the right to require proof of **Age** of the **Life Assured** before making any payment. If Age has been inadvertently misstated, this alone shall not invalidate the policy but an equitable adjustment will be made to the **Total Premium** and or benefits under this policy.
  - The original death certificate and a medical report showing the cause of death and details of the commencement and development of any illness or medical condition that led to the death of the **Life Assured**.
  - The Company's claim form duly completed.
  - Any other document required by the Company in order to admit the claim and/or prove the entitlement of the **Claimant**.
- 12.7 Where the death of the **Life Assured** is sought to be established on the basis of a presumption generated in circumstances where he had not been heard of for a period of one year by those who would have naturally heard of him if he had been alive, no money shall become due under the policy until a period of seven years has expired from the time when the **Life Assured** had ceased to be heard of.
- 12.8 The requirements specified in Articles 12.1 to 12.7 shall apply in addition to other specific claim requirements specified in other Articles.

## Article 13      **Nomination**

- 13.1 If the **Life Assured** is the **Policy Owner**, then he may, when effecting the policy or at any time before the end of the **Pension Receiving Period**, nominate a person or persons to whom the money secured by the policy shall be paid in the event of his death.
- 13.2 the nominated **Nominees** may be changed at any time until the end of the **Pension Receiving Period**.
- 13.3 A nomination or a change to the nomination of a **Nominee** must be communicated in writing to the Company and be incorporated by endorsement duly approved and signed by an authorized officer of the Company. Such nomination or change of nomination will only become effective when it has been communicated to and registered with and acknowledged by the Company.
- 13.4 Where a **Nominee** dies prior to the **Life Benefit** becoming payable then the benefits under Article 3.1 shall be paid to the other **Nominees** (in proportion to their designated shares of the **Life Benefit**) or if no other **Nominees** have been designated, to the **Policy Owner's** legal heirs in accordance with applicable Sri Lankan law.
- 13.5 Assignment of the **Insurance** shall automatically cancel all Nominations.
- 13.6 Payment of benefits made before the Company receives written notice of a valid claim by another person releases the Company from further obligation.

## Article 14      Assignment of Policy

Any assignment of this policy shall be in accordance with the laws of Sri Lanka as applicable for the time being and shall not be binding upon the Company unless written notice of such assignment is received and acknowledged by the Company and the assignment is recorded by the Company. Upon receipt of any written notice of assignment the Company shall be entitled to require the production of all original documents for examination to the Company's satisfaction before recording such assignment. The Company assumes no responsibility for the invalidity of any assignment due to operation of law.

## Article 15      General Exclusions applicable for all Benefits under this policy

- 15.1 If the **Life Assured** commits suicide (whether of sound mind or otherwise at the time) within one (1) year from the **Date of Commencement** or reinstatement (whichever shall be the later) the amount payable under this policy shall not exceed the aggregate of the **Total Premiums** paid to date, and after deduction of expenses incurred by the Company with respect to this **Insurance**, or such greater sum (not exceeding the amount which would otherwise be payable upon the death of the **Life Assured**) as may be represented by the interest of a third party acquired in good faith for valuable consideration and proved to the satisfaction of the Company not to be recoverable in any other way.
- 15.2 Only the **Surrender Value** (if available) at the date of receipt of notification of the death at the Company's address specified in the **Policy Schedule**, is payable in the event of death of the **Life Assured** arising directly or indirectly as a result of the active participation or any attempted participation, of the **Life Assured** in any war, invasion, act of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, riot, strike, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, military or usurped power or any act of any person acting on behalf of or in connection with any organization directed towards the overthrow by force of any Government or to the influencing of it by terrorism or violence.
- 15.3 Only the balance of the **Investment Account** (if available) at the date of receipt of notification of the death at the Company's address specified in the **Policy Schedule**, is payable where in the opinion of the Company the cause of the claim in respect of the **Life Assured** was directly or indirectly due to or arose directly or indirectly from an acquired immunodeficiency syndrome (AIDS) or infection by any human immunodeficiency virus (HIV).

## Article 16      Loss of the Policy Document

- 16.1 If the Policy Document is lost or destroyed, then subject to Article 16.3 at the request of the **Policy Owner**, the Company will issue a duplicate Policy Document duly endorsed to show that it is issued following the loss or destruction of the original document. The Company has the right to charge a fee for the issue of a duplicate Policy Document.
- 16.2 Upon the issue of a duplicate Policy Document the original Policy Document will cease to have any legal effect.
- 16.3 The Company reserves the right to make such investigations and to call for such evidence of the loss of the Policy Document at the expense of the **Policy Owner**, as it considers necessary before issuing a duplicate Policy Document. The Company also reserves the right to ask the **Policy Owner** to comply with further requirements such as signing of an indemnity bond.

## Article 17 Events which may affect the Policy

- 17.1 (i) This **Insurance** policy shall not, after the expiry of two years from the date of the issue of the policy, be called into question by the Company on the grounds that a statement made in the proposal or other document on the faith of which the policy was issued or reinstated, or in any report of a medical officer or referee, was inaccurate or false, unless the Company shows that such a statement was made on a material matter or suppressed facts which it was material to disclose, and that it was fraudulently made by the **Policy Owner** and that the **Policy Owner** knew at the time of making it that the statement was false or that it suppressed facts it was material to disclose.
- (ii) Provided that, nothing in this Article shall prevent the Company from calling for proof of **Age** at any time, if it is entitled to do so under the policy conditions, and no policy shall be deemed to have been called into question merely because the terms of the policy are adjusted on subsequent proof that the **Age** of the **Life Assured** was incorrectly stated in the proposal.
- 17.2 The privileges and conditions of this policy cannot be waived or changed except by a policy endorsement duly approved and signed by an authorized officer of the Company.
- 17.3 Payment of **Life Benefit** will not be affected by any future change in residence or any future travel or recreational pursuit of the **Life Assured** unless specifically stated in the **Policy Schedule**.

## Article 18 Operation of Investment Account and Charges

- 18.1 On the **Date of Commencement**, the Company shall open the **Investment Account**.
- 18.2 Allocation of **Premiums** to the **Investment Account**
- i. During the first three **Policy Years**, on receipt of each **Total Premium**, the **Basic Premium** shall notionally be credited to the **Investment Account** after adjusting for the applicable **Allocation Charge** and **Modal Charge** specified in the **Policy Schedule**.
- ii. With the commencement of fourth **Policy Year**, the **Total Premium** shall notionally be credited to the **Investment Account** on receipt after adjusting the **Basic Premium** for applicable **Allocation Charge** and **Modal Charge** specified in the **Policy Schedule**.
- iii. **Top Up Premiums** shall notionally be credited to the **Investment Account** on receipt after adjusting for applicable **Allocation Charge** specified in the **Policy Schedule**.
- 18.3 Charges debited from the **Investment Account**
- i. Each month the **Investment Account** will be debited with monthly administration charges to meet the Company's administration expenses. The starting amount and subsequent escalation rate and timing of the administration charge is mentioned in the **Policy Schedule** and this charge will continue to be debited till the **Insurance** is terminated.
- ii. A daily charge will be debited to the **Investment Account** as a fund management charge towards the charge for the management of the investments. This charge will be subject to review and change at any time having regard to any changes experienced by the Company in the cost of the administration of investments. The fund management charge is given in the **Policy Schedule** and will continue to be debited till the **Insurance** is terminated. The fund management charge will continue to be debited to the **Investment Account** until balance of the **Investment Account** becomes zero as a result of monthly pension payments or withdrawal by the **Policy Owner** as per Article 3.4 a) or otherwise.
- iii. Each month the risk cover charge for the **Basic Sum Assured** under the **Insurance** as determined by the Company in accordance with the Company's table of charges as mentioned in Annexure 1 will be charged from the **Investment Account**. This charge will be debited till the death of the **Life Assured** or the **Retirement Date** whichever occurs earlier.

- iv. From the commencement of the fourth **Policy Year**, **Premium for Additional Life Benefit**, **Accident Benefit** and **Premium for Premium Protection Benefit** shall be debited from the **Investment Account** on monthly basis. Upon the death of the **Life Assured** prior to **Retirement Date**, the **Premiums** charged for benefits applicable to **Life Assured** shall cease to be debited from the **Investment Account**.

## **Article 19      Annual Statement**

Company will provide a statement annually to the **Policy Owner** showing the details of the balance of the **Investment Account**.

## **Article 20      Cooling Off Period**

Within twenty one (21) days from the date of receipt of this Insurance policy, the **Policy Owner** may cancel it by returning it to the Company whereupon the Company will refund the **Regular Premiums** paid to date, after deduction of expenses incurred on stamp duty (if any) and any medical examinations the Company may have organized for the **Life Assured**.

## **Article 21      Rounding Rules for currency values**

All **Premiums** paid by the **Policy Owner** to the Company and all benefits paid by the Company are expressed in whole currency units, after being rounded to the nearest whole currency unit.

## **Article 22      Taxation**

The Company is entitled to make such deductions which, in its opinion, are necessary and appropriate, from the **Investment Account** and from any of the benefits receivable under the **Insurance** on account of any tax or other payment which may be imposed by any legislation, order, or regulation or otherwise upon the Company, **Policy Owner**, **Nominee** or **Claimant**.

## **Article 23      Correspondence**

- 23.1 All instructions and notifications in respect of the **Insurance** must be given in writing, signed by the **Policy Owner** and sent to the Company's address specified in the **Policy Schedule**. The Company will not act upon any such instruction, notification or request until it is received at the said address.
- 23.2 The **Policy Owner** should notify the Company of any change of address also involving that of the **Nominee** under the **Insurance**. In the event that a change of address is not notified to the Company then correspondence sent to the last recorded address shall be legally effective and valid.



## Article 24 Notices

- 24.1 All notices of assignments or of any other legal transactions affecting ownership of the **Insurance** or entitlement to benefits under the **Insurance** must be given in writing to the Company at its address specified in the **Policy Schedule**. The Company will not act upon any such notice until it is received at the said address.
- 24.2 All notices of nominations under Article 13 must be given in writing to the Company at its address specified in the **Policy Schedule**. The Company shall, at its discretion request the production of original documents as may be required for examination before recording the change as requested by Article 24.1.
- 24.3 Any assignment, nomination or other transaction affecting ownership of the **Insurance** or entitlement to benefits under the **Insurance** shall be ineffectual and void against the Company unless and until notice is served in accordance with Articles 24.1 and 24.2 before the Company becomes liable for the payment of benefits.
- 23.4 In registering any notice pursuant to Articles 24.1 and 24.2 the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

## Article 25 Loan

The Company shall not advance any funds by way of a loan or otherwise to the **Policy Owner** on the security of this Policy, whether in whole or in part.

## Article 26 Currency

All **Premiums** and benefits under this **Insurance** are payable in the lawful currency of Sri Lanka.

## Article 27 Law

This **Insurance** and the applicable terms and conditions are governed by Sri Lankan law.

## Article 28 Contract

This Policy Document read together with its Annexure(s), Endorsements, Schedules, Proposal Form and other statements and declarations evidences the contract between the **Policy Owner** and the Company. No change or alteration to this Policy Document shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by the Company's endorsement duly approved and signed by an authorized officer of the Company.

The Company reserves the right to amend the terms of the policy document to be in compliance with regulatory requirements and/or to make such amendments which are not detrimental to the **Policy Owner**.

## Article 29 Due Observance

The due observance of and compliance with the terms, provisions and conditions of the Policy insofar as they relate to anything to be done or complied with by the **Policy Owner** and/or the **Nominee** and/or **Claimant** and/or the legal heirs shall be a condition precedent to the liability of the Company.



## Article 30

### Fraud

If the **Policy Owner** and/or the **Nominee** and/or **Claimant** and/or the legal heirs shall make or advance any claim under or in respect of this **Insurance** knowing the same to be false or fraudulent as regards to amount or otherwise, this **Insurance** shall be void and any benefits hereunder shall be forfeited.

## Article 31

### Application of Foreign Account Tax Compliance Act of United States of America

31.1 The Company being a member of a multinational group of companies, is required to comply with Foreign Account Tax Compliance Act of the United States of America (FATCA) and it is declared and agreed that the **Policy Owner** by obtaining this insurance policy has authorized the Company to perform its obligations under FATCA, including but not limited to provision of information of the **Policy Owner** (personal or otherwise) to relevant authorities in the United States of America (USA).

31.2 In the event the **Policy Owner** or the **Life Assured** become a citizen of or resident in the USA before the termination of this **Insurance**, the **Policy Owner** shall promptly notify in writing to the Company of such event, and in any event, no later than 30 days of him/her becoming a citizen or resident of the USA.

31.3 Note: This clause applies only to:

- (i) United States (U.S.) persons for U.S. federal income tax purposes; or
- (ii) If the **Policy Owner's** tax status changes and he become a U.S. Person; or
- (iii) **Policy Owner** or **Nominees/Beneficiaries** in connection with this Policy have indicated through information provided to the Company that such **Policy Owner** or such **Nominee/Beneficiary** may be in fact a U.S. person for U.S. federal income tax purposes (including for example a US address, a US telephone number, a TIN etc.).

The term "U.S. Indicia" as used below refers to the any one of the three circumstances described in (i) to (iii) above.

In the event the **Policy Owner** has U.S. Indicia and fail after request to provide such information, consent, and/or assistance as the Company may from time to time require to allow it to comply with its contractual, legal and/or regulatory obligations under the United States Foreign Account Tax Compliance Act, including any required reporting to the Internal Revenue Service of information relating to such **Policy Owner** or **Nominees/Beneficiaries** in connection with this Policy, the Company reserves the right and shall be entitled to cancel this Policy. Any refund of premiums paid till such cancellation shall be made on absolute discretion of the Company and in any event such refund shall be after deducting any reasonable expenses borne by the Company in maintaining the Policy till the date of such termination.

## Article 32

### Complaints

If the Policy Owner wishes to make a complaint with respect to this Policy or anything connected to the Policy or any service of the Company, such complaint may be registered in any of the following methods.

- i. By calling the Company's contact center via the telephone number 011 2310 310;
- ii. By visiting the head office of the Company or any of the branch offices;
- iii. By visiting the website [www.aialife.com.lk](http://www.aialife.com.lk);
- iv. By sending an e mail to the e mail address [lk.info@aia.com](mailto:lk.info@aia.com).

Upon receipt of such complaint, the Company will take necessary steps to address such complaint in line with the Company's Customer Complaint Management Procedure prevailing at that time.

## ADDITIONAL BENEFITS (OPTIONAL)

The **Additional Benefits** are described as optional and can be added on at the commencement of the Policy. If an **Additional Benefit** is taken an **Additional Premium** will be payable along with the **Aggregate Premium**. The **Policy Term for Additional Benefit** is described under Article 2.

### Special conditions applicable to Additional Benefits;

In addition to any other conditions specified as applicable within this policy, special conditions specified in Article 32, 33 and 34 will be applicable for the **Additional Benefits** described in Article 35 to 46 only if the Article which describes the specific **Additional Benefit** stipulates as applicable.

## Article 33 Automatic Termination of Benefits

Any **Additional Benefit** applicable under this policy will automatically terminate on reaching its expiry date as stated in the **Policy Schedule**.

The payment or acceptance of any **Premium** in respect of the benefit terminated thereunder subsequent to the application of the conditions in this Article shall not create any liability in respect of that benefit but the Company shall refund any such **Premium**.

If the expiry date of any benefit is before the expiry of the **Policy Term for Life Benefit** then the Company will calculate and advise the **Policy Owner** of any revised, reduced **Premium** payable for this policy.

Other events which lead to the termination of benefits as detailed in Article 8, Article 9, Article 11 and Article 20 will apply for termination of any **Additional Benefits**.

Termination of any benefit shall be without prejudice to any claim arising prior to such termination in respect of the benefit terminated or to any claim on another benefit which has not been terminated.

## Article 34 Notification of Change of Occupation

This section does not apply to the **Life Benefit** and benefits provided under Article 41.

The **Policy Owner** shall duly notify the Company of any change in **Life Assured's** occupation or duties performed and the Company reserves the right to revise the **Premium** paid/payable for or exclude any or all of the benefits provided by this policy.

The Company reserves the right to repudiate any claim arising from any loss or disablement caused directly, wholly or partly by a change of occupation to a more hazardous occupation of which the Company has not been notified.

## Article 35 Exclusions applicable to Additional Benefits

- (i) No benefit shall be payable under any of the Articles forming part of this policy from any claim which arises, indirectly or directly, as a result of active service of the **Life Assured** in the military, naval, air force, police or similar service.
- (ii) No benefit shall be payable under any of the Articles forming part of this policy in respect of any claim which arises, directly or indirectly from injury or illness caused by nuclear fusion, nuclear fission or radioactive contamination.
- (iii) No benefit shall be payable under any of the Articles forming part of this policy in respect of any claim which arises, directly or indirectly, from the **Life Assured** participating in, or training for, any dangerous or hazardous sport or competition or riding or driving in any form of race or competition or any underwater activity.

- (iv) No benefit shall be payable under any of the Articles forming part of this policy in respect of any claim on the **Life Assured** which arises directly or indirectly from aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognized airline or charter service.
- (v) No benefit shall be payable under any of the Articles forming part of this policy in respect of any claim arising, indirectly or directly, as a result of the **Life Assured** being under the influence of alcohol or drugs otherwise than in accordance with the directions of a registered medical practitioner.
- (vi) No benefit shall be payable under any of the Articles forming part of this policy in respect of any claim arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, terrorism or violence, insurrection, military or usurped power.

## ADDITIONAL BENEFITS AVAILABLE UNDER THIS POLICY

### Article 36 Hospitalization Benefit

#### 36.1 Eligibility for Benefit

Hospitalization Benefit and the conditions of this Article will apply only if the benefit is stated in the **Policy Schedule** as applicable.

This Article records that in addition to any other Benefit provided under the policy the Company has granted an **Additional Benefit**, namely the “Hospitalization Benefit”, which is issued in conjunction with, but does not necessarily form part of any such other Benefit.

#### 36.2 Benefits Provided

This benefit provides a Hospitalization Benefit amount per day (as stated in the **Policy Schedule**) payable on the hospitalization of the **Life Assured** and twice of such Hospitalization Benefit Amount per day payable for hospitalization in an Intensive Care Unit, subject to the conditions set out in this Article.

If the **Life Assured**, on the recommendation and approval of a doctor is admitted for a surgical operation to any recognized hospital or confined to a hospital for treatment other than for surgical purposes, the Company will pay the Hospitalization Benefit Amount for each complete day hospitalized, if hospitalized for more than three days.

The amount payable will be the Hospitalization Benefit Amount, as stated in the **Policy Schedule**, for the number of complete days hospitalized. However, the hospitalization benefit provided by all policies issued by the Company upon the same life will be taken into account and the maximum cover will be limited to an overall maximum limit of Rs. 10,000 per complete day hospitalized.

For the purpose of this Article:

- (i) “Doctor” shall mean a legally qualified and duly licensed medical physician or surgeon registered with the Sri Lanka Medical Council acting within the scope of that license, who is not the **Policy Owner**, the **Life Assured**, Spouse of the **Life Assured** or **Policy Owner** or a close relative of either the **Policy Owner** or **Life Assured** or the spouse.
- (ii) “Hospital” shall mean a government institution licensed as a hospital (if licensing is required) which is supervised by a doctor and operated for the care and treatment of sick or injured persons, which institution provides room and board services and nursing care 24 hours a day and has facilities for both diagnosis and, except in the case of a hospital primarily concerned with the treatment of chronic disease, major surgery.

In addition the term “Hospital” shall mean those private hospitals in Sri Lanka recognized by The Company. The list of such recognized private hospitals may be revised from time to time but will be available for inspection at the Head Office of The Company. Notwithstanding this condition, the Company will, at its sole discretion, make payment for claims under this benefit which satisfy all the other conditions of this Article.

The term “Hospital” shall not be construed to include a hotel, rest room, centre providing indigenous or homeopathic treatment (specifically including Ayurvedic hospitals), convalescent home, place for custodial care, home for the aged, rehabilitation centers or a place used mainly for long term nursing care or for the confinement or treatment of mental and nervous disorders or drug addiction or alcoholism.

- (iii) “Complete day hospitalized” means a continuous period of 24 hours during which the **Life Assured** is confined to hospital.
- (iv) “Hospital confinement” means that a person is registered as a bed patient in a hospital (as defined above).

- (v) "Surgical operation" means only the following
- (1) a cutting operation;
  - (2) suturing a wound;
  - (3) treatment of a fracture;
  - (4) reduction of a dislocation
  - (5) radiotherapy (excluding radioactive isotope therapy) if used in lieu of a cutting operation for the removal of tumour;
  - (6) electrocauterisation ;
  - (7) diagnostic and therapeutic endoscopic procedures;
  - (8) injection treatment of hemorrhoids and varicose veins.

### 36.3 Additional Claims Requirements

In addition to the requirements specified in Article 12 following requirements shall also apply in respect of the benefits provided under this Article:

- (i) The Company may require the **Policy Owner** to provide additional proof as the Company may consider satisfactory, before payment of any claim under the Hospitalization Benefit, such as;
  - (a) The Hospitalization of the **Life Assured**
  - (b) The times and dates of hospitalization
  - (c) The cause of hospitalization
  - (d) Details of the hospital (whether it falls within the definition given in Article 36.2 (ii))
- (ii) The Company will not make any payment under the hospitalization benefit if;
  - (a) The Company is not notified of the hospitalization of the **Life Assured** within 30 days from the date of hospitalization. Failure to give notice within such time shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.
  - (b) The **Life Assured** has been hospitalized for a continuous period of less than 3 complete days.
- (iii) Payment of Hospitalization Benefit will be limited to 18 days in the first **Policy Year** from the **Date of Commencement** (or reinstatement whichever is later) of the policy or from the date of inclusion of the benefit.
- (iv) The company will not make any further payment in respect of any Hospitalization Benefit provided for by this Article if :-
  - (a) The Company has paid hospitalization benefit for 180 days in respect of all periods of hospitalization in the **Policy Year**;
  - (b) The Company has paid hospitalization benefit for 180 days in respect of the same sickness, disease or accident throughout the term of the policy;
  - (c) The Company has paid hospitalization benefit for 180 days in respect of any continuous period of hospitalization. Any period of hospitalization (for any cause) commencing within 30 days of the end of a previous period of hospitalization will be treated as a continuation of that previous period.

- (v) A claim under this Article will not be entertained unless all of the conditions below are satisfied:-
  - (a) The first complete day of hospitalization occurs after 90 days from the date of commencement of the benefits provided under this Article.
  - (b) If the policy is backdated the first complete day of hospitalization is more than 90 days after the Policy issue date as specified in the **Policy Schedule**.
  - (c) If after the Hospitalization Benefit is reinstated (under the conditions given in Article 11) the first complete day of hospitalization occurs after 90 days from the date of reinstatement.
- (vi) If a claim for Hospitalization Benefit is made for a period of hospitalization that commenced less than 90 days after the date of any previous increase in the Hospitalization Benefit then the claim amount entertained will be the Hospitalization Benefit Amount provided for 90 days before the date of such increase.
- (vii) The Company reserves the right to require the **Life Assured** to be examined by a medical practitioner appointed or approved by the Company in which event the Company will not make any payment under the hospitalization benefit unless such medical practitioner certifies that the hospitalization of the **Life Assured** is or was necessary.
- (viii) Proof of hospitalization must be furnished to the Company within one year of the relative **Premium** due date of the first **Premium** in default, if there is such a default.

#### 36.4 **Specific Exclusions Applicable to this Benefit**

The general policy exclusions given in Article 15 and exclusions applicable to **Additional Benefits** given in Article 35 will be applicable to this benefit.

No benefits shall be payable for or on account of any period of hospitalization of the **Life Assured** arising directly or indirectly as a result of any or all of the following :-

- (i) Any disability, abnormality, deformity or illness which existed prior to the date on which this **Additional Benefit** was most recently added to the policy.
- (ii) Attempted suicide or self-inflicted injury whilst sane or insane, participation in any criminal or unlawful act.
- (iii) Treatment of chronic alcoholism, drug addiction, allergy or nervous or mental disorders or venereal disease.
- (iv) Convalescence, rest care, rehabilitation centers, sanatorium or custodial care or quarantine or isolation.
- (v) Cosmetic or plastic surgery unless necessitated by an accidental injury occurring on or after the date that the benefits provided by this Article commence.
- (vi) Dental examination, X-rays, extractions, fillings or general dental care, supply or fitting of eye glass, lenses or hearing aids; all dental treatment, or oral surgery, all routine medical examinations and check-ups.
- (vii) Pregnancy, including resulting childbirth, abortion or miscarriage or any complications arising there from.
- (viii) Routine or other medical examinations or vaccinations or inoculations which are not required for the treatment of an illness or injury.
- (ix) Congenital or Hereditary Diseases.

### 36.5 Additional Conditions & Options

Unless otherwise stated the general conditions specified in Articles 1, 8, 11, 12, 16, 17, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31 and 32 and special conditions applicable to **Additional Benefits** specified in Article 33, 34 and 35 will be applicable to this benefit. In addition, the following conditions also apply to this benefit:-

- (i) The **Premium** appropriate for this benefit is guaranteed for one year only. The Company reserves the right to revise the **Premium** at the **Policy Anniversary** after due notification to the **Policy Owner**.
- (ii) An assignee or **Nominee** shall not have the right to receive any payments arising from a claim under the benefits provided in this Article.

## Article 37 Critical Illness Benefit

### 37.1 Eligibility for Benefit

Critical Illness Benefit and the conditions of this Article will apply only if the benefit is stated in the **Policy Schedule**.

This Article records that in addition to any other Benefit provided under the policy the Company has granted an **Additional Benefit**, namely the "Critical Illness Benefit" which is issued in conjunction with, but does not form part of such other Benefit.

### 37.2 Benefits Provided

This benefit provides the Critical Illness Benefit Amount, as stated in the **Policy Schedule**, in the event of the **Life Assured** being diagnosed for the first time as suffering from a "critical illness" as defined below, subject to the conditions specified in this Article.

The benefits provided under the Article will not be payable if the **Life Assured** dies within 30 days from the date of first diagnosis of the critical illness.

For the purpose of this Article "critical illness" is defined as any one or more of the following illnesses:-

#### 1. Angioplasty\* (PTCA)

\*Important -

This critical illness is covered only if the **Life Assured's Age** at next birthday as mentioned in the **Policy Schedule** is 55 years or below.

The undergoing of any of the following catheter-based interventions

- balloon angioplasty with or without stent insertion,
- rotational or directional atherectomy or
- transluminal laser treatment

to treat narrowing or blockage in two or more main coronary arteries. There must be at least 70% narrowing of the diameter in each vessel and the interventions must be carried out within 4 weeks.

For the purposes of this definition main coronary arteries are described as one or more of the following:

- Left main stem
- Left anterior descending (including its diagonal branches)
- Left circumflex artery (including its obtuse marginal branches)
- Right coronary artery (including its distal branches)



The procedure must be confirmed by a Consultant Cardiologist and supported by coronary angiogram findings.

For the above definition, the following are not covered:

- One or more procedures in one main coronary artery only (including its branches)
- Interval of more than 4 weeks between two procedures in two or more coronary arteries

2. Apallic Syndrome

Universal necrosis of the brain cortex, with the brain stem remaining intact. Definite diagnosis has to be confirmed by a specialist and evidenced by specific findings in neuroradiological tests (eg. CT Scan, MRI of the brain). The condition has to be medically documented at least for one month.

3. Blindness (Loss of Sight)

Total, permanent and irreversible loss of all sight in both eyes as a result of sickness or accident. Diagnosis has to be confirmed by a specialist (best by an ophthalmologist) and evidenced by specific test results.

4. Cancer

A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and invasion of tissue. Diagnosis has to be confirmed by a specialist and evidenced by definite histology. The term cancer also includes leukaemia and malignant diseases of the lymphatic system such as Hodgkin's Disease.

Excluded are

- Any CIN stage (cervical intraepithelial neoplasia)
- Any pre-malignant tumour
- Any non-invasive cancer (cancer in situ)
- Prostate cancer stage 1 (T1a, 1b, 1c)
- Basal cell carcinoma and squamous cell carcinoma
- Malignant melanoma stage IA (T1a, N0, M0)
- Any malignant tumour in the presence of any Human Immunodeficiency Virus.

5. Coronary Artery (Bypass) Surgery

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The surgery must have been proven to be necessary by means of coronary angiography and realisation of the surgery has to be confirmed by a specialist.

Excluded are

- Any other intra-arterial procedures
- Key-hole surgery
- Angioplasty

6. Deafness (loss of hearing)

Total, permanent and irreversible loss of hearing in both ears as a result of sickness or accident. The diagnosis has to be confirmed by a specialist (best by an ear, nose and throat specialist) and evidenced by means of audiometry.

7. End Stage Liver Disease

Severely advanced liver disease resulting in cirrhosis which has to be confirmed by a specialist and evidenced by a Child-Pugh-Stage B or Child-Pugh-Stage C with regard to the following criteria:

- a) permanent jaundice (billirubin > 2 micromol/l)
- b) moderate ascites
- c) albumin < 3.5 g/dl
- d) prothrombin time < 70%
- e) hepatic encephalopathy

Excluded are

- Child-Pugh-Stage A
- Liver disease secondary to alcohol or drug misuse.

8. End Stage Lung Disease

Severe and permanent impairment of respiratory function which has to be confirmed by a specialist and evidenced by all of the following criteria:

- a) Persistent reduction in respiratory volume per second FEV1 to less than 1 litre (Tiffeneau respiratory test)
- b) Persistent reduction in arterial oxygen tension (PaO2) below 55 mmHg
- c) Permanent oxygen supply is necessary

9. Fulminant Viral Hepatitis

Submissive to massive necrosis of the liver caused by hepatitis leading precipitously to liver failure. Diagnosis has to be confirmed by a specialist and evidenced by at least three of the following diagnostic criteria:

- a) a rapidly decreasing liver size
- b) rapidly degenerating liver function tests
- c) deepening jaundice
- d) hepatic encephalopathy

10. Heart Attack (Myocardial Infarction)

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. Diagnosis has to be confirmed by a specialist and evidenced by all of the following criteria:

- a) a history of typical chest pain
- b) new characteristic electrocardiogram changes
- c) elevation of infarction specific enzymes. Troponins or other biochemical markets

Excluded are

- Non-ST-segment elevation myocardial infarction (NSTEMI) with only elevation of Troponin 1 or T
- Other acute Coronary Syndromes (e.g. stable / unstable Angina pectoris)
- Silent myocardial infarction

11. Heart Valve Replacement

Surgical replacement of one or more heart valves with prosthetic valves. This includes the replacement of aortic, mitral, pulmonary or tricuspid valves with prosthetic valves due to stenosis or incompetence or a combination of these factors. Realisation of the heart valve replacement has to be confirmed by a specialist.

Excluded are

- Heart valve repair
- Valvulotomy
- Valvuloplasty

12. Kidney Failure (End Stage Renal Disease)

End stage renal disease presented as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist.

13. Loss of Speech

Total and irreversible loss of the ability to speak due to injury or disease of the vocal cords. The condition has to be confirmed and medically documented by a specialist (best by an otorhinolaryngologist) for at least 6 months. Psychogenic loss of speech is excluded from cover.

14. Major Burns

Third degree burns covering at least 20% of the surface area of the **Life Assured's** body. Diagnosis has to be confirmed by a specialist and evidenced by specific results eg. the Lund Browder Chart or equivalent burn area calculators.

15. Major Organ Transplantation

The actual undergoing of transplantation as the recipient of a heart, lung, liver, pancreas, small bowel, kidney or bone marrow. Realisation of the transplantation has to be confirmed by a specialist.

16. Multiple Sclerosis

Unequivocal diagnosis of Multiple Sclerosis by a specialist (preferably by a neurologist). The disease has to be evidenced by typical clinical symptoms of demyelination and impairment of motor and sensory functions as well as by typical MRI findings.

For proving the diagnosis the **Life Assured** must either exhibit neurological abnormalities that have existed for a continuous period of at least 6 months or must have had at least two clinically documented episodes at least one month apart or must have had at least one clinically documented episode together with characteristic findings in the cerebrospinal fluid as well as specific cerebral MRI lesions.

17. Muscular Dystrophy

Unequivocal diagnosis of either Duchenne, Becker or Limb Girdle Muscular Dystrophy (all other of Muscular Dystrophy are excluded) that has to be confirmed by a specialist and evidenced by muscle biopsy and CPK estimations. The disease must result in a permanent inability to perform independently three or more Activities of Daily Living - bathing (ability to wash in the bath or shower), dressing (ability to put on, take off, secure and unfasten garments), personal hygiene (ability to use the lavatory and to maintain a reasonable level of hygiene), mobility (ability to move indoors on a level surface), continence (ability to manage bowel and bladder functions), eating / drinking (ability to feed oneself (but not to prepare the food)) or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least 3 months.

18. Paralysis

Total and irreversible loss of use of two or more limbs through paralysis due to accident or sickness of the spinal cord. These conditions have to be medically documented by a specialist for at least 3 months.

Excluded is

- Paralysis due to Guillain-Barre-Syndrome

19. Primary Pulmonary Arterial Hypertension

An increase in the blood pressure in the pulmonary arteries, caused by either an increase in pulmonary capillary pressure, increased pulmonary blood flow or increased pulmonary vascular resistance. Diagnosis has to be confirmed by a specialist and evidenced by cardiac catheterization showing a mean pulmonary artery pressure during rest of at least 20 mmHg. Furthermore right ventricular hypertrophy or dilatation and signs of right heart failure have to be medically documented for at least 3 months.

20. Stroke

Any cerebrovascular incident producing permanent neurological sequelae and including infarction of brain tissue, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist and evidenced by a typical clinical symptoms as well as typical findings in CCT Scan or MRI of the brain. Evidence of neurological deficit for at least 3 months has to be produced.

Excluded are

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Neurological symptoms due to migraine
- Lacunar strokes without neurological deficit

21. Surgery for a disease of the Aorta

The actual undergoing of surgery for a chronic disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. Realisation of the aortic surgery has to be confirmed by a specialist.

22. Total & Permanent Disability

Total and permanent disability shall mean disability, whether caused by bodily injury or disease, which causes permanent inability to ever perform any occupation for remuneration or profit. The loss of both arms and both legs or of one arm and one leg, or both eyes, shall be considered total and permanent disability, without prejudice to other causes of total and permanent disability. Diagnosis has to be confirmed by a specialist and evidenced by specific test results re the underlying impairment.

37.3 **Additional Claim Requirements**

In addition to the claim requirements specified in Article 12 the following requirements shall also apply in respect of the Critical Illness Benefit provided under this Article.

- (i) A claim under this Article will not be applicable unless all of the following conditions are satisfied:-
  - (a) The first date of diagnosis occurs after 90 days (180 days if it is an Angioplasty) from the date of commencement of the benefits provided under this Article.
  - (b) If the policy is backdated the first date of diagnosis is more than 90 days ( 180 days on Angioplasty) after the Policy issue date specified in the **Policy Schedule**.

- (c) If the Critical Illness Benefit is reinstated (under the conditions given in Article 11 the first date of diagnosis occurs after 90 days (180 days for Angioplasty) from the date of reinstatement.

For the critical illnesses listed below, the conditions a), b) and c) above will be deemed to have been satisfied if the first date of diagnosis occurs seven days after the **Date of Commencement**, Policy issue date or date of reinstatement as appropriate:

Paralysis, Blindness or Deafness (arising from an accidental injury only)

Apallic Syndrome (arising from an accidental injury only)

For the purpose of this Article "accidental injury" shall mean any bodily injury sustained by the **Life Assured** caused suddenly and directly by violent, accidental, external and visible means.

- (ii) If the Critical Illness Benefit amount is increased and if the first diagnosis of a critical illness occurs before the completion of 90 days (180 days for Angioplasty) from the date of such increase then the Critical Illness Benefit amount payable will be the amount that would have been payable prior to such increase.
- (iii) The Company must receive satisfactory medical evidence from an appropriate medical practitioner that the **Life Assured** is diagnosed of suffering from a critical illness specified herein.
- (iv) The Company reserves the right to require the **Life Assured** to be examined by a medical consultant nominated or approved by the Company to confirm eligibility for the benefit provided for in this Article.
- (v) The Company will not make any payment under the Critical Illness Benefit provided for by this Article if the Company is not notified of the diagnosis of the illness within 30 days from the date of such diagnosis. Failure to give notice within the stipulated period of time shall not invalidate any claim if it shall be shown that it was not reasonably possible to give such notice and that notice was given as soon as was reasonably possible.
- (vi) Amount payable on any Angioplasty claim would be 50% of the Critical Illness Benefit amount specified in the **Policy Schedule** subject to a maximum of Rs. 750,000. The cover Limit of Rs. 750,000 is the maximum amount that any individual can avail from all his / her policies, either with the same Company or any other Company. The Company will consider the policies in chronological order for this purpose.

#### 37.4 Specific Exclusions Applicable to this Benefit

The exclusions given in Article 15 and exclusions applicable to **Additional Benefits** given in Article 35 will be applicable to this benefit.

No benefit shall be payable for or on account of critical illness of the **Life Assured** caused directly or indirectly in whole or in part by any one or more of the following:

- (i) An act or attempted act of suicide, self-inflicted bodily injury whilst sane or insane, or claim arising as a result of participation in an unlawful act.
- (ii) Any congenital conditions.
- (iii) Diseases that have previously occurred to the **Life Assured** (i.e. the benefit is payable only if the disease is a first incidence, regardless of whether earlier incidence occurred before the individual was covered or whether the **Life Assured** was covered by another insurer.)

### 37.5 Additional Conditions & Options

Unless otherwise stated the general conditions specified in Articles 1, 8, 11, 12, 16, 17, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31 and 32 and special conditions applicable to **Additional Benefits** specified in Article 33, 34 and 35 will be applicable to this benefit.

In addition, the following conditions also apply to this benefit:-

- (i) The Critical Illness Benefit provided by all policies issued by the Company upon the same life will be taken into account and the maximum cover will be limited to Rs. 3,000,000 in total.
- (ii) The Market limit for Critical Illness Benefit or any other benefit covering the critical illness stated herein is Rs. 6,000,000. This means the Company will consider the maximum sum payable by all insurance companies for a claim of critical illness will be limited to the aggregate sum of Rs. 6 million. The Company will consider the policies in chronological order for this purpose.
- (iii) The **Premium** applicable for this benefit is guaranteed for one year only. The Company reserves the right to revise the **Premium** applicable to this benefit at the **Policy Anniversary** after due notification to the **Policy Owner**.
- (iv) An Assignee or **Nominee** shall not have the right to receive any payments arising from a claim under the benefits provided in this Article.
- (v) The benefits provided by this Article are only payable once during the **Policy Term for Additional Benefit**. On admission of any claim under this Article the benefit will automatically terminate. The Company will calculate and advise the **Policy Owner** of any revised **Premium** applicable thereafter.

## Annexure 1

## RISK COVER CHARGE TABLE

Age	qx	Age	qx
19	0.01250	48	0.01922
20	0.01250	49	0.02057
21	0.01250	50	0.02201
22	0.01250	51	0.02399
23	0.01250	52	0.02615
24	0.01250	53	0.02850
25	0.01250	54	0.03107
26	0.01250	55	0.03386
27	0.01250	56	0.03691
28	0.01250	57	0.04023
29	0.01250	58	0.04386
30	0.01250	59	0.04780
31	0.01250	60	0.05210
32	0.01250	61	0.05679
33	0.01250	62	0.06191
34	0.01250	63	0.06748
35	0.01250	64	0.07355
36	0.01250	65	0.08017
37	0.01275	66	0.08739
38	0.01301	67	0.09525
39	0.01327	68	0.10382
40	0.01353	69	0.11317
41	0.01380	70	0.12335
42	0.01435	71	0.13733
43	0.01493	72	0.15287
44	0.01552	73	0.17007
45	0.01615	74	0.18907
46	0.01679	75	0.21012
47	0.01797		





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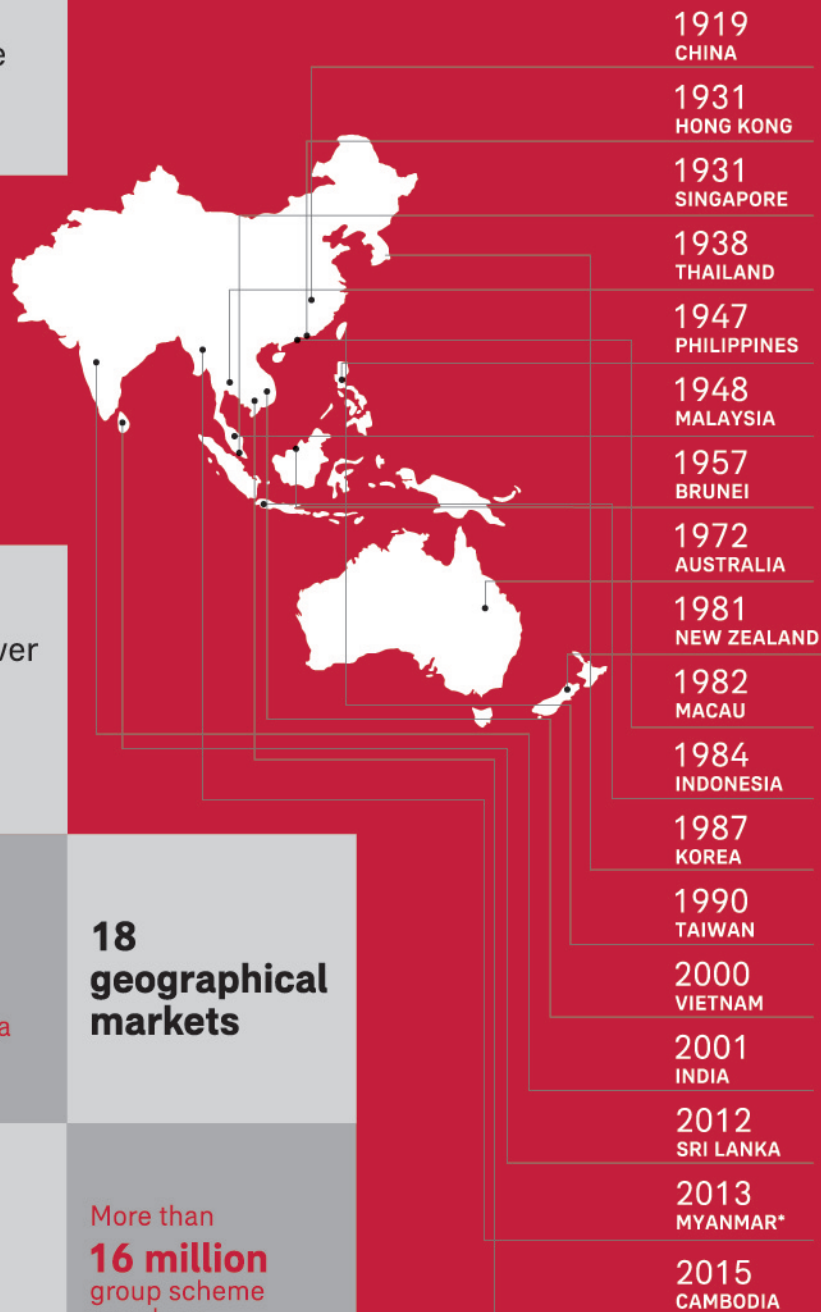
A total Sum Assured of over  
**US\$1 trillion**

**Almost 100 years**  
of history in Asia

More than  
**30 million**  
individual policies

**18**  
geographical markets

More than  
**16 million**  
group scheme members



\*AIA has a representative office in Myanmar



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