

SAVINGS

AIA SMARTBUILDER GOLD



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

Authorized Official

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 subject to any specific meanings ascribed to them under specific Article for the purpose of such Article only 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.

Accident	An unintended and unexpected event, which occurs while the policy is in force and where the Life Assured suffers physical Injuries caused solely and directly by visible, violent, external and unforeseeable means.
Accident Benefit	The amount as specified in the Policy Schedule , payable in the event of an Accident Death or Total Permanent Disability or Partial Permanent Disability of the Life Assured caused as a result of an Accident subject to the applicable terms and conditions.
Accident Death	Death resulting from an Accident either immediately or within 90 days from the date of Accident .
Additional Benefit	An add-on benefit attached to and forming part of the policy if specified in the Policy Schedule .
Age	Age at next birthday.
Allocation Charge	A percentage of Basic Premiums and Top Up Premiums apportioned towards charges from the Premium received with the balance credited to the Investment Account . This is a charge at the time of receipt of Premium .
Allocation Rate	The percentage of Basic Premiums and Top Up Premiums credited to Investment Account . Where this is lower than 100% there is therefore a charge (the Allocation Charge) at the time of receipt of Premium .
Annual Dividend Rate	A rate declared by the Company for each year that will be used as the basis to credit dividend to the Investment Account . The Annual Dividend Rate applicable for the previous year will be declared during the first six (6) months of the current year
Basic Sum Assured	This is a benefit payable at the death of the Life Assured subject to applicable terms and conditions which becomes a part of the Life Benefit after completion of first Policy Year .
Claimant	The Policy Owner , Nominee or any other legally interested person (for example, the heir or administrator or executor of a deceased Policy Owner) who wishes to make a claim for payment of any benefits under the Insurance .
Date of Commencement	The Date of Commencement of the Insurance as specified in the Policy Schedule .
Drawdown Period	The period between the commencement of monthly drawdown payment and the last payment of the monthly drawdown as specified in the Policy Schedule .

Guaranteed Dividend Rate	A rate declared by the Company that 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. The Guaranteed Dividend Rate for the following year will be declared during the last three (3) months of the current year.
Injury	Wound or trauma; harm or hurt; caused solely and directly by visible, violent, external and unforeseeable means.
Insurance	The arrangements established by this Policy Document.
Investment Account	A notional account which is created for this Insurance policy to which the Basic Premiums , Total Premiums and Top Up Premiums paid are credited subject to Article 18 at the time of receipt of such Premium after adjusting for Allocation Charge . Charges from the Investment Account are specified in Article 18.
Life Assured	The person named in the Policy Schedule and whose life is the object of the Insurance and, if no person is specifically named, shall mean the Policy Owner .
Life Benefit	The amount as specified in the Policy Schedule payable upon the death of the Life Assured during the Policy Term for Life Benefit , subject to the applicable terms and conditions.
Maturity Benefit	The balance of the Investment Account payable at the Maturity Date subject to applicable conditions.
Maturity Date	The date specified in the Policy Schedule on which the Maturity Benefit will become payable.
Modal Charge	A percentage of Basic Premiums apportioned towards charges based on Premium paying frequency or Premium paying mode from the Premium received. This is a charge at the time of receipt of Premium and the applicable charge is specified in the Policy Schedule .
Nominee/Beneficiary	A person whose name has been nominated by the Policy Owner and such nomination is notified in writing to the Company in accordance with section 43 of the Regulation of Insurance Industry Act No.43 of 2000 (as amended) and who is entitled to receive the applicable benefits upon the death of the Life Assured subject to the applicable terms and conditions.
Policy Anniversary	The annual anniversary of the Date of Commencement .
Policy Owner	A person who has a contractual capacity as named in the Policy Schedule , having an insurable interest in the life of the Life Assured , who has entered in to the contract of the Insurance with the Company, and owns the Insurance .
Policy Schedule	The schedule and any endorsements thereto issued by the Company to evidence the Insurance , and, if more than one on the same subject, then the latest in time with respect to such particular subject.
Policy Term for Life Benefit	The period between the Date of Commencement and the Maturity Date .
Policy Term for Additional Benefit	The period from the commencement date to the expiry date of the relevant Additional Benefits as stated in the Policy Schedule .
Policy Year	The year commencing on the Date of Commencement or on a Policy Anniversary thereof.
Premium Paying Term	The period in years as specified in the Policy Schedule commencing from the Date of Commencement for which the Premium shall be paid by the Policy Owner .

Regular Premium / Premium	<p>Amount payable by the Policy Owner, in the manner, at the regular intervals and in the method specified in the Policy Schedule which relates to benefits of this Insurance.</p> <p>Premiums specified under this Insurance are defined below.</p> <p>Basic Premium – Premium which relates to Life Benefit and Maturity Benefit.</p> <p>Premium for Premium Protection Benefit – Premium which relates to Premium Protection Benefit</p> <p>Aggregate Premium – The aggregate of Basic Premium and Premium for Premium Protection Benefit taken together.</p> <p>Premium for Additional Benefits – Premium which relates to Additional Benefit (if any)</p> <p>Total Premium – The total of Aggregate Premium and Premium for Additional Benefits</p>
Surrender Penalty	A charge levied by the Company which is debited to the Investment Account on the termination of the Insurance prior to Maturity.
Surrender Value	The Investment Account balance less the Surrender Penalty applicable, if any, available only after the payment of Premiums for consecutive three Policy Years according to the applicable terms and conditions.
Top Up Premium	A Premium which the payment by the Policy Owner is discretionary and is not related to benefits of this Insurance with the exception of Maturity Benefit . Policy Owner may pay Top Up Premiums at irregular intervals during Policy Term for Life Benefit subject to Article 8.

Article 3

Benefits

3.1 Benefits payable under this **Insurance**.

3.1.1 Life Benefit

- i. Upon the death of the **Life Assured**, during the **Premium Paying Term**, subject to the admission of a claim by the Company and to Article 12, the Company will;
 - a. Pay the **Life Benefit** amount as specified in the **Policy Schedule**: and,
 - b. Commence the **Premium** Protection Benefit and waive off the **Total Premium** payable but continue the **Insurance** till the **Maturity Date** as described in the Article 4 subject to exclusions stipulated therein; and
 - c. pay the balance of the **Investment Account** as at the date of payment of the **Maturity Benefit** as a lump sum or monthly drawdown payments during the **Drawdown Period** as specified in the **Policy Schedule** as opted by the **Policy Owner**.
- ii. Upon the death of the **Life Assured** after the **Premium Paying Term** but before the **Maturity Date**, subject to the admission of a claim by the Company and to Articles 7 and 12, the Company will pay;
 - a. the **Life Benefit** amount as specified in the **Policy Schedule**: and
 - b. the balance of the **Investment Account** as at the date of payment of the **Maturity Benefit** as a lump sum or monthly drawdown payments during the **Drawdown Period** as specified in the **Policy Schedule** as opted by the **Policy Owner**.

3.1.2 Maturity Benefit

Subject to Articles 7 and 12, if the **Life Assured** is surviving on the **Maturity Date**, the Company will pay the balance of the **Investment Account** as at the date of payment of the **Maturity Benefit** as a lump sum or monthly drawdown payments during the **Drawdown Period** as specified in the **Policy Schedule** as opted by the **Policy Owner**.

- 3.2 The **Insurance** will immediately terminate on the benefits outlined in Articles 3.1.1.i.c or 3.1.1.ii.b or 3.1.2 becoming payable.

Article 4 Premium Protection Benefit

4.1 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 end of **Premium Paying Term**, the death of the **Life Assured** occurs or the **Life Assured** becomes Totally and Permanently Disabled (as defined within Article 4.2), 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 **Premiums** shall be waived during the continuance of such Total and Permanent Disablement.

The first **Premium** so waived 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.

4.2 Definitions applicable for this benefit

“Accident” shall mean an event or contiguous series of events, which are violent, unforeseen, involuntary, external and visible in nature, which causes Bodily Injury.

“Bodily Injury” means Injury must be evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury.

“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.

4.3 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** comply with such a request of the Company..
- (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.

4.4 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.

4.5 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.

Article 5 Loyalty Reward

- 5.1 The Company shall notionally credit to the **Investment Account** the Loyalty Reward at the tenth **Policy Anniversary** subject to Article 5.2. The applicable amount will be a percentage of annual **Basic Premium** and the relevant percentage is specified in the **Policy Schedule**.
- 5.2 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**.

Article 6 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 7 Settlement options

- 7.1 On the **Maturity Date**, provided the policy is not considered as lapsed or terminated, the **Policy Owner** shall have the following settlement options unless specified in the **Policy Schedule** :-

- (i) Lump Sum Payment

The **Policy Owner** may elect to receive the whole of the balance of the **Investment Account** in a Lump Sum on the **Maturity Date**. As an alternative to receiving payment in lump sum on the **Maturity Date**, the **Policy Owner** may opt for Extended Investment Option by leaving the policy proceeds with the Company on the following terms:

- (a) The Company will continue to declare dividends on the **Investment Account** and debit the charges.
- (b) The Guaranteed Annual Dividend will not be applicable for the **Investment Account** after the **Maturity Date**.
- (c) The amount payable upon the death of the **Policy Owner** will be the balance of the **Investment Account** as at the date of payment.

OR

- (ii) Monthly Drawdown

The **Policy Owner** may elect to receive the whole of the balance of the **Investment Account** as monthly drawdown payments during the **Drawdown Period**. Prior to the first

payment of monthly Drawdown is paid, the **Policy Owner** shall be entitled to change the **Drawdown Period** for a period not less than 120 months and not exceeding 360 months with a written notice to the Company at its address specified in the **Policy Schedule**.

The basis of computation of the amount of the monthly Drawdown payment is specified below.

For the number of months (D) selected as the **Drawdown Period** which is specified in the **Policy Schedule** for which the monthly payment 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 **Maturity Date** of first monthly payment.

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

- 7.2 The **Policy Owner** may select the settlement option at the **Date of Commencement** and the selected option shall be specified in the **Policy Schedule**. The **Policy Owner** is allowed to change the chosen settlement option by a notice given to the Company prior to the Date of Maturity. The Company shall not be bound to effect any changes to selected settlement option notified by the **Policy Owner** by any notice which is received at the Company's address specified in the **Policy Schedule** after the **Maturity Date**.
- 7.3 The **Policy Owner** shall provide the information and or documents specified in Article 12, as applicable, prior to the Date of maturity in order to pay the **Maturity Benefit**. In the event the Company does not receive the required information and or documents to make the payment of **Maturity Benefit** as opted by the **Policy Owner**, then the Company, after informing the **Policy Owner** in writing at his last known address that his policy has matured, shall apply the Extended Investment Option detailed above.
- 7.4 In the event of the death of the **Policy Owner** after the Date of maturity and;
- i. if the settlement option selected by the **Policy Owner** was Lump Sum Payment, then the balance of the **Investment Account**, will be paid to the **Nominee** or legal heirs of the **Policy Owner** as applicable;
 - ii. if the settlement option selected by the **Policy Owner** was Monthly Drawdown, then the balance of the monthly drawdown payments will be paid to the **Nominee** or legal heirs of the **Policy Owner** as applicable.
- 7.5 If the selected settlement option is Lump Sum Payment the balance of the **Investment Account** will be paid at following events.
- i. If the **Policy Owner** requests for the final settlement.
 - ii. On the death of the **Policy Owner**.
 - iii. If the balance in the **Investment Account** falls below LKR 100,000
- 7.6 If the **Policy Owner** is not alive at the **Maturity Date**, the **Maturity Benefit** shall be paid to the **Nominee** or legal heirs of the **Policy Owner** (as applicable) according to the settlement option selected by the **Policy Owner** and such **Nominee** or legal heir shall not be entitled to select the settlement option.
- 7.7 A claim by the **Nominee** shall prevail over a claim by the legal heirs.

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 pay the **Total Premiums** monthly, quarterly, bi-annually or annually (Premium Paying Frequency / mode) as permitted by the Company. 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 **Premium Paying Term** and the Company reserves the right in accepting or rejecting such request. In the event the Company accepted such request to change the premium paying frequency / mode, it will be effective from a date specified by the Company. Such change will attract **Modal Charge** and increase of premiums for any **Additional Benefits** 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 **Maturity Date** will not create any liability on the Company and the Company will refund such money paid as **Premium**.
- 8.4 Throughout the **Policy Term for Life Benefit**, the **Policy Owner** may request the Company to add **Additional Benefits** available under this policy and if accepted by the Company, the **Total Premium** amount would be increased by the relevant charges for such **Additional Benefits**.
- 8.5 During the first three **Policy Years** the **Policy Owner** may request the Company to remove the **Additional Benefits** opted for and the Company shall remove such **Additional Benefits** and the **Total Premium** shall be reduced by the relevant charges applied for such **Additional Benefits**.
- 8.6 After the completion of first three **Policy Years** the **Policy Owner** may request the Company to remove the **Additional Benefits** opted for and the Company shall remove such **Additional Benefits** but the **Total Premium** amount payable by the **Policy Owner** shall not be reduced by such removal of **Additional Benefits**. The charges debited from the **Investment Account** with respect to such removed **Additional Benefits** will cease to be debited from the date of such removal is effected.
- 8.7 If the due date of the **Total Premium** 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**.
- 8.8 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 Premium Protection Benefit** and **Premium for Additional Benefit**, if applicable, will also continue to be debited from the **Investment Account** on monthly basis.
- 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.
- 8.9 The charges specified in Article 18 and **Premium for Additional Benefit**, if applicable, will continue to be debited from the **Investment Account** after the end of **Premium Paying Term** till the **Maturity Date**.
- 8.10 The **Insurance** will be immediately terminated if the charges and relevant **Premiums** cannot be debited from the **Investment Account** due to insufficient **Investment Account** balance.
- 8.11 While the policy is considered as lapsed as per Article 8.7 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.
- 8.12 Minimum **Top Up Premium** shall be LKR 25,000.00.
- 8.13 **Top Up Premiums** may be paid during the period where the Policy is considered as Paid Up.

- 8.14 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.
- 8.15 No **Premiums** or **Top Up Premiums** can be paid by the **Policy Owner** after the **Maturity Date**.
- 8.16 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), 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 or payment, 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 end of **Premium Paying Term**, 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 **Drawdown Period** where **Drawdown Period** is applicable. The Company has the right to charge a fee as specified in the **Policy Schedule** towards the administrative costs of processing the same.

Example: A Policyholder purchased this policy with a **Policy Term for Life Benefit** of 10 years and **Premium Paying Term** of 6 years. His **Maturity Benefit** will be paid at the end of the **Policy Term for Life Benefit**. He opted to receive the **Maturity Benefit** as a monthly drawdown which will commence from the **Maturity Date**. He will be able to make the emergency withdrawal until the **Maturity Date** but he will not be able to make any emergency withdrawal after the **Maturity Date**.

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 or surrender or emergency withdrawal under Articles 3 or 9 or 10 respectively.
- 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.
- 12.9 The Policy Owner will not be allowed to change the Premium Paying Term or Policy Term after the **Date of Commencement**.

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 **Maturity Date**, 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 **Maturity Date**.
- 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 3.1.1 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).
- 15.4 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 the death of the **Life Assured** arising directly or indirectly as a result of committing or attempting criminal acts.

Article 16 **Loss of the Policy Document**

- 16.1 If the Policy Document is lost or destroyed, then at the request of the **Policy Owner** and subject to Article 16.3, 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 by payment of all applicable benefits or otherwise including the payment of final monthly Drawdown payment, if Drawdown option is selected as the settlement option of **Maturity Benefit**.

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.

- 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 by payment of all applicable benefits or otherwise including the payment of final monthly Drawdown payment, if Drawdown option is selected as the settlement option of **Maturity Benefit**.
 - iii. Each month the risk cover charge for the **Life Benefit** 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 **Maturity Date** whichever occurs earlier. 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 **Life Benefit**.
 - iv. From the commencement of the fourth **Policy Year**, **Premium for Premium Protection Benefit** and **Premium for Additional Benefit**, if applicable, shall be debited from the **Investment Account** on monthly basis till the end of the **Premium Paying Term**.
 - v. From the date of expiry of the **Premium Paying Term**, the **Premium for Additional Benefits**, if applicable shall also be debited from the **Investment Account** on monthly basis till the **Maturity Date**.
- 18.4 Balance of the **Investment Account** at any given point of time including but not limited to the **Maturity Date** is not guaranteed by the Company and will depend upon the annual dividends declared for this policy by the Company.

Article 19 Annual Statement

Company will provide a statement annually after the end of the **Premium Paying Term** 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.
- 24.4 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.

ADDITIONAL BENEFITS (OPTIONAL)

The **Additional Benefits** are described as optional and the **Policy Owner** may request to add to this **Insurance** any time during the **Policy Term for Life Benefit** subject to applicable terms and conditions. The Company reserves the right to accept or reject such request at the sole discretion of the Company. 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 onwards only if the Article which describes the specific **Additional Benefit** stipulates as applicable.

Article 32 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 discontinue the deduction of **Premium** applicable for such benefit which is expired from the **Investment Account**.

Other events which lead to the termination of benefits as detailed in Article 8, Article 9, Article 11, Article 12 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 33 Notification of Change of Occupation

This section does not apply to the **Life Benefit**.

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 34 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 under water 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 35 Accident Benefit

35.1 Eligibility For Benefit

Accident Benefit and the conditions in this Article will apply only if the benefit 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 “**Accident Benefit**” which is issued in conjunction with, but does not necessarily form part of such other Benefit.

35.2 Benefits Provided

For the purposes of this Article the term “Injury” shall mean any bodily injury sustained by the **Life Assured** caused solely and directly by violent, accidental, external and visible means.

The following benefits are provided under this Article:

(i) DEATH BY ACCIDENT

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 this Article.

(ii) TOTAL PERMANENT DISABILITY

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 Article “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 this Article, 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” below shall also be considered as Total Permanent Disability.

(iii) PARTIAL PERMANENT DISABLEMENT

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** Partial Permanent 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 below, of the **Accident Benefit** Amount stated in the **Policy Schedule**.

For the purposes of this Article “Partial Permanent Disablement” is defined as disablement resulting in any of the occurrences listed under ‘Permanent Partial Disablement’ in the “Table of Benefits”

TABLE OF BENEFITS

<i>NATURE OF DISABILITY</i>	<i>Benefit as a percentage of the Accident Benefit Amount</i>
TOTAL PERMANENT DISABILITY	
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%
PERMANENT PARTIAL DISABLEMENT	
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%
UPPER LIMBS	
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%
LOWER LIMBS	
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**.

35.3 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) 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.

35.4 Specific Exclusions Applicable To This Benefit

The general policy exclusions given in Article 15 and exclusions applicable to **Additional Benefits** given in Article 34 will be applicable to this benefit.

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.

35.5 Additional Conditions & Options

Unless otherwise stated the general conditions specified in Articles 1, 7, 8, 10, 11, 12, 13, 14, 17, 20, 21, 22, 23, 24, 26, 27, 28, 29 and 30 and special conditions applicable to **Additional Benefits** specified in Article 32, 33 and 34 will be applicable to this benefit.

- 35.6 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.

Annexure 1

RISK COVER CHARGE TABLE

Age	qx	Age	qx
19	0.001196	48	0.004029
20	0.001130	49	0.004541
21	0.001067	50	0.005111
22	0.001010	51	0.005747
23	0.000957	52	0.006453
24	0.000910	53	0.007237
25	0.000868	54	0.008105
26	0.000834	55	0.009067
27	0.000806	56	0.010130
28	0.000787	57	0.011303
29	0.000776	58	0.012597
30	0.000775	59	0.014023
31	0.000784	60	0.015592
32	0.000805	61	0.017319
33	0.000839	62	0.019216
34	0.000886	63	0.021300
35	0.000948	64	0.023586
36	0.001027	65	0.026092
37	0.001124	66	0.028837
38	0.001241	67	0.031843
39	0.001380	68	0.035130
40	0.001542	69	0.038723
41	0.001731	70	0.042646
42	0.001949	71	0.046927
43	0.002198	72	0.051594
44	0.002481	73	0.056677
45	0.002802	74	0.062208
46	0.003165	75	0.068220
47	0.003572	76	0.074748

About AIA

AIA Group is the pre-eminent life insurance provider in the Asia Pacific region.

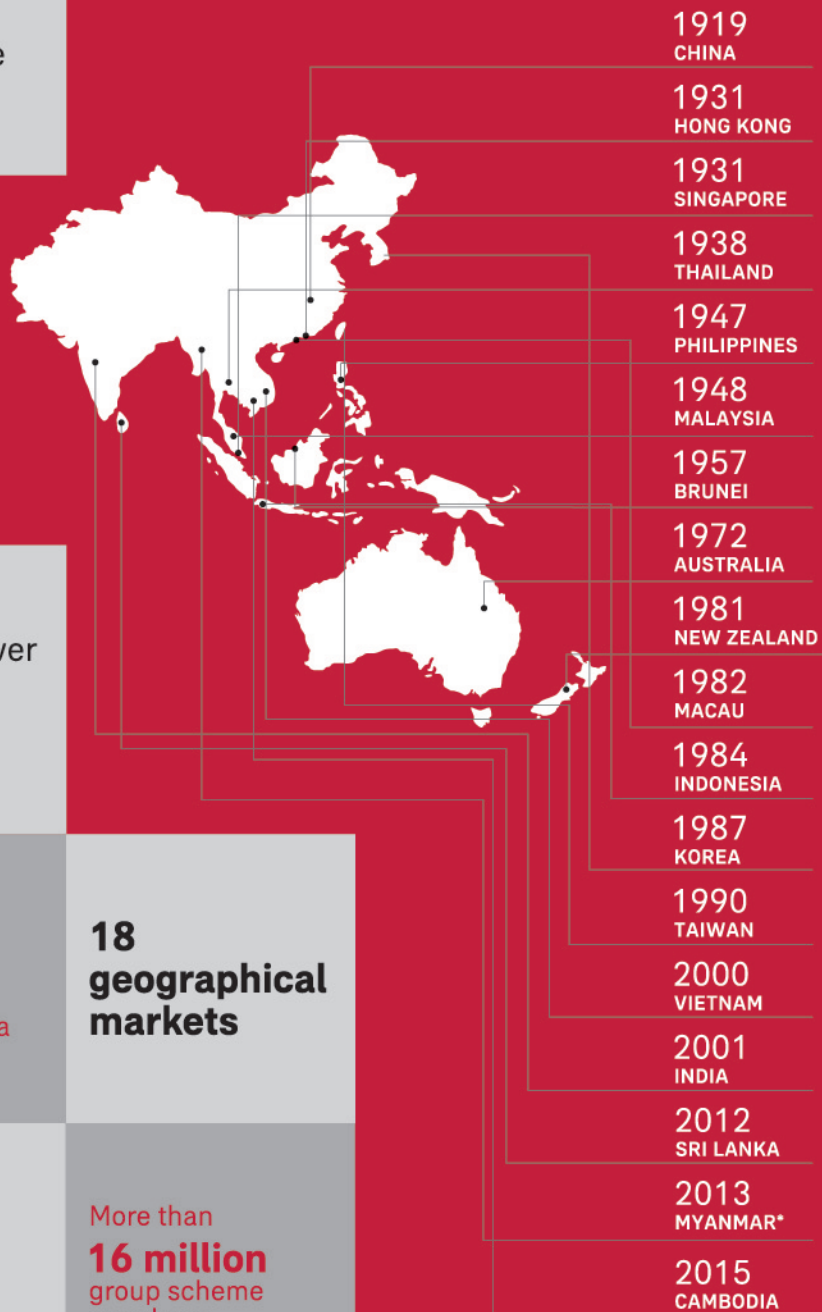
A total Sum Assured of over
US\$1 trillion

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

AIA Insurance Lanka PLC

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