

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 and any other information 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 any **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 **Commencement Date** of the policy stated in the **Policy Schedule** for and on behalf of

AIA INSURANCE LANKA PLC

Authorized Official

Chief Executive Officer

Article 1 Scope of the contract

This is a non-participating yearly renewable group life insurance policy providing only Accident Death Benefit.

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.

Age	Age at next birthday.
Claimant	The Policy Owner or its authorized representative or any other person who wishes to make a claim for payment of any benefits under the Insurance .
Commencement Date	The date of commencement of the Insurance as specified in the Policy Schedule .
Insurance	The arrangements established by this Policy Document.
Life Assured / Lives Assured	An individual / individuals whose name/s is/are appearing within the Schedule of Lives Assured/Second Schedule for whom the covers provided under the Plan are applicable.
Policy Owner	A person or his successors in office who has a contractual capacity as named in the Policy Schedule , and owns the Insurance .
Policy Schedule	First Schedule and Second Schedule and any endorsements thereto taken together forms the Policy Schedule . First Schedule and any endorsements thereto issued by the Company evidence the Insurance , and the Second Schedule also referred to as Schedule of Lives Assured provides among other things the details of the Lives Assured of the Plan . If there are more than one Policy Schedule (either First Schedule or Second Schedule) or endorsement on the same subject, then the latest in time with respect to such particular subject.
Policy Term	Complete 03 months from the Commencement Date and if the Insurance is renewed, then, complete 03 months from the effective date of such renewal.
Policy Year	The year commencing on the Commencement Date or on an effective date of a renewal of the policy.
Premium	Amount specified in the Policy Schedule which is paid or agreed to pay by the Policy Owner which relates to the benefits provided herein.
Plan	The Insurance arrangement specified within this policy.
Term of the Cover	The period for which an individual Life Assured is covered under this Insurance . The Term of the Cover is specified in the Policy Schedule and will commence from the date on which such individual Life Assured is added to the Insurance .

Article 3 Benefits

Upon the death of a **Life Assured** occurring as a sole result of an injury sustained during the **Term of the Cover**, 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 a nominee of the **Life Assured** or in the event that there is no nominated nominee alive then the legal heirs of the **Life Assured**, the specified Accident Death Benefit Amount. The applicable benefit limit for a **Life Assured** with respect to this benefit is specified within the Second Schedule against the name of each **Life Assured**.

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

Article 4 Conditions

Claims requirements applicable to Accident Death Benefit

- (i) The Company should be served with immediate written notice of the death of the **Life Assured**. Such notice given by or on behalf of the **Policy Owner** 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 **Life Assured** shall be deemed to be notice to the Company. Failure to give immediate written notice 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) The Company may at its absolute discretion 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.

Article 5 Exclusions

Accident Death Benefit shall not be payable with respect to any claim which arises or aggravated, indirectly or directly as a result of any of the following;

- (i) Any illness or health condition or any consequences of such illness or health condition.
- (ii) 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.
- (iii) Active service of the **Life Assured** in the military, naval, air force, police or similar service.
- (iv) Injury or illness caused by nuclear fusion, nuclear fission or radioactive contamination.
- (v) 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.
- (vi) Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognized airline or charter service.
- (vii) The **Life Assured** being under the influence of alcohol or drugs otherwise than in accordance with the directions of a registered medical practitioner.
- (viii) Any act or attempted act of self-injury, suicide, attempted suicide or participation in any criminal or unlawful act.
- (ix) Failure of the **Life Assured** to seek or follow medical advice.
- (x) **Life Assured** participating in a criminal or unlawful act.
- (xi) Any injury incurred before the commencement date of the cover.

Article 6 Eligibility for membership

- 6.1 **Age** of the **Life Assured** shall be at least 19 years and not be above 59 years at the time of becoming a **Life Assured** of the **Plan**.
- 6.2 **Policy Owner** may by a written notice request the Company to add new individuals as **Lives Assured** to the **Plan** during a **Policy Term** as far as the **Term of the Cover** does not exceed the **Policy Term** and if the Company accepts such a request then the covers provided for such individual shall be effective only after the Company received the premium amount applicable to such new **Life Assured**.

Article 7 Renewal

- 7.1 This **Insurance** may be renewed for a further term of 03 months each at the end of the **Policy Term** by mutual agreement of the **Policy Owner** and the Company.
- 7.2 The Company reserves the right to review the terms and conditions of this insurance and change, remove or add any term or condition at renewal at its absolute discretion and the Policy Owner expressly declare and agree to such right of the Company. The rights reserved hereunder includes the right of the Company to revise the premium to be charged for the insurance from the Policy Owner for the term which this insurance to be renewed.

Article 8 Payment of Premium

- 8.1 In order for this Insurance to be effective, the **Premium** payable with respect to all the **Lives Assured** shall have been paid by the **Policy Owner** on or before the **Commencement Date** specified in the **Policy Schedule**.

Article 9 Payment of Benefits

- 9.1 If the Company admits liability for a claim under this **Insurance** the applicable benefits shall be paid to the nominee of the **Life Assured** or in the absence of a nominee the legal heirs of the **Life Assured**, or as per written instructions of the **Policy Owner**.
- 9.2 Benefits under this **Insurance** shall be payable at the principal office of the Company in Sri Lanka.

Article 10 Events which may affect the Policy

- 10.1 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.
- 10.2 The renewal of this **Insurance** policy shall be on sole discretion of the Company and the **Policy Owner** expressly agrees that the **Policy Owner** does not have a right for renewal of this **Insurance**.

Article 11 Payment of Benefits and Dealings with the Insurance

- 11.1 It is a condition precedent to the Company's liability to make payment of any benefits in respect of the death of a **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.
- 11.2 The Company shall be entitled to call for and the **Policy Owner/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 under this **Insurance**.
- 11.3 At the request of the Company, the **Policy Owner/Claimant** shall provide such evidence in support of the claim to the Company at the expense of the **Policy Owner/Claimant**.
- 11.4 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 **Policy Owner/Claimant**.
- 11.5 The Company shall be under no obligation to make any payment under this **Insurance** until such time as the **Policy Owner/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.
- 11.6 In particular, before any benefits under the **Insurance** are paid, the following (where applicable) must be submitted to the Company:
- Remittance details such as Bank account details of the **Policy Owner**.
 - Proof of **Age** of the **Life Assured**. 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 **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**.
- 11.7 Where the death of the **Life Assured** is sought to be established or 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.

11.8 The requirements specified in Articles 11.1 to 11.7 shall apply in addition to other specific claim requirements specified in other Articles.

Article 12 General Privileges and Conditions

- 12.1 Subject to Article 7, the Company reserves the right to change alter, modify any term or condition including but not limited to the benefits provided and the relevant limits at the renewal of the **Insurance**.
- 12.2 In order to receive any benefit under this **Insurance** an individual shall have become a **Life Assured** of the **Plan** before reaching the **Age** of 60 years.
- 12.3 The **Insurance** in respect of a **Life Assured** shall cease on whichever of the following shall first occur, viz :
- a. On the expiry of the **Term of the Cover**.
 - b. On the death of the **Life Assured**.
 - c. On the expiry of the Policy Term, if not renewed for a further period.
- 12.4 The official receipt issued by the Company or any of the authorized institution shall be the only valid evidence of payment of **Premium** and the date of such **Premium** payment.
- 12.5 The **Policy Owner** shall record the name, sex, date of birth and any other information required by the Company of each **Life Assured** and such record referred to as "List of Lives Assured" shall be submitted to the Company prior to each renewal of the Policy and subject to Article 8. Such List of Members shall be deemed to be part of this Policy.
- 12.6 The Company reserves the right to modify the terms of this policy at any time after the expiration of three months from the **Commencement Date** if in the opinion of the Company a significant variation occurs in the **Age** distribution of the **Lives Assured** of the **Plan** or the underwriting considerations associated within the place and nature of the employment of the **Lives Assured**.
- 12.7 The liability of the Company under this **Insurance** shall be solely in relation to those benefits which have specifically being designated by the Company but without prejudice in any other respect to the provisions and conditions declared and contained in this policy.
- 12.8 The Company reserves the right to terminate this **Insurance** by giving 30 days written notice in advance to the **Policy Owner** without assigning any reasons. In the event of such termination, the Company shall be liable for any claims accepted by the Company prior to the effective date of such termination. The Company shall also refund any **Premium** received and applicable for the unexpired period of the **Insurance** on pro rata basis.
- 12.9 The maximum amount payable under any benefit provided by this **Insurance** shall not exceed the amounts specified in the **Policy Schedule** with respect to Accident Death Benefit on any one **Life Assured** regardless of whether the **Policy Owner** has paid additional **Premium** inadvertently or otherwise.

Article 13 Surrender Value

This **Insurance** Policy shall not acquire a surrender value.

Article 14 Assignment

This Policy shall not be assigned by the **Policy Owner** to any other party except with prior written consent of the Company.

Article 15 Currency

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

Article 16 Contract

This Policy Document read together with its Annexure(s), Endorsements, Policy Schedules 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 17 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**, or **Claimant** its successors in office and/or its authorized representative shall be a condition precedent to the liability of the Company.

Article 18 Fraud

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

Article 19 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 20 Notices

- 20.1 Any notice, communication or demand to be given or made to the Company under this **Insurance** shall be made in writing to the address specified in the **Policy Schedule**.
- 20.2 Any Notice or communication shall be deemed to be received by the Company only when received by the Company.

Article 21 Correspondence

- 21.1 All instructions and notifications in respect of this **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.
- 21.2 The **Policy Owner** should notify the Company of any change of its address. 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 22 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 23 Taxation

The Company is entitled to make such deductions which, in its opinion, are necessary and appropriate, 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**, its successors in office or **Claimant**.

Article 24 Law

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