

**Travel Insurance for Commercial Bank of Ceylon PLC
to protect**

Premium Credit Cardholders

**(Visa Infinite, Visa Signature, World MasterCard, UnionPay Asia
Prestige Platinum, UnionPay Asia Prestige Diamond)**

&

Platinum Credit Cardholders

(Platinum, Elite, Corporate, UnionPay Platinum)

POLICY NO: BAATX/COM/000003

For assistance anywhere in the world please call

EURO CENTER

Contact Number (24 Hrs/ 7 days) : + 66 26963667

For more information contact Fairfirst Insurance Ltd.

Access Towers II (13th Floor),
No. 278/4, Union Place, Colombo 02, Sri Lanka.

Tel. 009411 2428788,2428732, 2428225

Fax : 0094 112326277

Email: kasunba@fairfirst.lk
casualtyunderwriting@fairfirst.lk

Website: www.fairfirst.lk

SCHEDULE

CLASS	:	Travel Insurance Open Policy
FORM	:	Standard policy wording of Fairfirst Insurance Ltd (attached)
PERIOD	:	01st August 2020 to 31 st July 2021
POLICYHOLDER	:	Commercial Bank of Ceylon PLC
INSURED	:	Any holder of a Commercial Bank Premium and platinum Credit Card, issued by Commercial Bank of Ceylon PLC, who is no more than 75 years of age only and/or his/her Immediate Family and who has purchased their return air tickets using the said cards.
OPERATIVE TIME	:	24 Hrs/Worldwide outside geographical limits of Sri Lanka
AGE	:	From 6 Months To 75 Years
MAXIMUM DURATION	:	90 days limit for each and every return trip outside of Sri Lanka commencing from date of departure

SCHEDULE OF BENEFITS

Covers		Premium Cards (Visa Infinite, Visa Signature, World Mastercard, UnionPay Asia Prestige Platinum, UnionPay Asia Prestige Diamond)	Platinum Cards (Platinum, Elite, Corporate, UnionPay Platinum)	Excess (es) in respect of each & every claim
		(USD)	(USD)	(USD/HRS)
A	Emergency Accident / Medical Expenses including OPD / Evacuation & Repatriation	125,000	75,000	50
	Epidemic and Pandemic including COVID 19	10,000 (Sub limit)	5,000 (Sub Limit)	
	Dental	250 (Sub limit)	250 (Sub limit)	NIL
B	Accident Death and Dismemberment	100,000	100,000	NIL
C	Accidental Death and Dismemberment (Common Carrier only)	200,000	75,000	NIL
D	Baggage Loss	25% per bag 5% per Article Maximum Up to USD.5,000	25% per bag 5% per Article Maximum Up to USD.2,000	NIL
E	Baggage Delay	1,000	500	6HRS
F	Loss of Passport	1,500	750	NIL
G	Personal Liability Legal Fee	150,000 50,000 (Sub limit)	75,000 25,000 (Sub limit)	NIL
H	Hijacking	2,000	1,000	NIL
I	Trip Delay	3,000	1,500	6HRS
J	Trip Cancellation	2,000	1,000	NIL
	Epidemic, pandemic or other contagious disease	500 (Sub limit)	250 (Sub Limit)	

TRAVEL INSURANCE POLICY

Whereas the Policyholder has made to Fairfirst Insurance Ltd (hereinafter called the “Company”), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible and subject always to the Sum Assured against such loss as is herein provided.

A OPERATIVE PARTS

1. Section A: Overseas Emergency Accident and Sickness Medical Expenses, Evacuation and Repatriation

- 1.1 The Company will indemnify the Insured, up to the Section A Sum Assured (in excess of USD 50) specified in the Schedule of Benefits in respect of:
 - 1.1.1 The medical and related expenses incurred by the Insured for medical treatment outside Sri Lanka. The expenses covered will include Physician services, hospital and medical services and local emergency medical transportation. Dental services for immediate relief of dental pain are covered up to the limit stated above. However dental care rendered necessarily as a result of a covered Accident will be subject to the limit of cover as stated in the Policy.
 - 1.1.2 Medical evacuation to a hospital in Sri Lanka required as a result of Accidental bodily injury and/or Sickness and/or disease occurring or having first manifested itself during an Insured Journey. The medical evacuation will have to be pre-approved by the Claims Administrator of the Company.
 - 1.1.3 In case of medical evacuation to a hospital in Sri Lanka as per 1.1.2 above and if approved by the Claims Administrator and subject to the Section A in the Schedule of Benefits Sum Assured remaining (if any), the Company will also indemnify the Insured in respect of the medical expenses incurred by him within Sri Lanka to continue medical treatment commenced by the Insured outside of Sri Lanka, as a result of the Insured first having sustained Accidental bodily injury and/or Sickness and/or disease during the course of the Insured Journey. The Company’s liability to make payment hereunder will be limited to a period of 60 days from and including the date upon which the aforesaid Accidental bodily injury and/or Sickness and/or disease occurred or first manifested itself, and to medical expenses at the Usual and Customary level.
 - 1.1.4 The Company will be under no liability to make payment of any medical expenses incurred beyond the expiry of the Policy Period.
 - 1.1.5 The cost of repatriating the Insured’s mortal remains to Sri Lanka, or up to an equivalent amount for the burial or cremation of the Insured in the country where the death occurred in the event of the Insured’s death outside of Sri Lanka as a result of Accidental Bodily Injury and/or Sickness and/or Disease occurring or having first manifested itself during an Insured Journey. These expenses will be pre-approved by the Claims Administrator prior to the remains being prepared for transportation to Sri Lanka or for local burial or cremation.

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

Exclusions Applicable for Section A

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

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

2. Section B : Personal Accident

The Company will pay the percentage of Section B Sum Assured specified in the schedule of benefits if the Insured sustain accidental bodily injury during the course of the Insured journey and such bodily injury is within 12 months of the date of such bodily injury the sole and direct cause of the:

- 2.1 2.1.1 Insured's death, as per the Table of Losses below;
- 2.1.2 Permanent Total Disablement as per Table of Losses below;
- 2.2 Provided always that the policy will not pay under more than one of the Foregoing sub clauses in respect of the same accident and in excess of the amount stated in the Scheduled of Benefit.
- 2.3 The Company' will be liable to pay of the Sum Assured or 50% of Sum assured stated in the Schedule of Benefit whichever is less, in respect of the death of the Insured person if the Insured Person's age is under 18 years at the time of death;

Table of Losses

Loss of:	% of Sum insured
Life	100%
Both hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Either Hand or Foot	50%
Sight in one eye except perception of light	50%
Speech Only	50%
Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%

Exclusions Applicable for Section B

- 2.4 The Company shall be under no liability to make payment hereunder in respect of any claim directly indirectly caused by, based on, arising out of or how so ever attributable to any of the following
- 2.4.1 Amateur sports involving physical contact and other sports activities as defined in sports and leisure activities. In any event there shall be no cover under this insurance for sky jumping, flying, acrobatics, stunting, mountaineering, randonee, bungee jumping, rock climbing or mountaineering, normally requiring the use of ropes and guides, caving or potholing, rafting or canoeing involving white water rapids in excess of grade 6, parachuting, paragliding, hand gliding, motor sports or competitions, hunting or equestrian competitions, yachting or boating outside costal water (12 miles), scuba diving at a depth of more than 30 meters, professional sports, riding or driving in races or allies.
- 2.4.2 Loss arising from accidents as a driver on motorized vehicle unless at the time of the accident the Insured is in possession of a current full international driving license and while riding a two wheeler is wearing a safety crash helmet.
- 2.4.3 All Aviation risks as a paying passenger, cabin crew, pilots etc.
- 2.4.4 Losses arising directly or indirectly from manual work (not including bar work, waitressing, fruit picking and other similar light casual work not requiring the use of machinery or power tools) or hazard occupation, self exposure to needless perils (except an attempt to save a human life), or if engaging in any criminal or illegal act.
- 2.4.5 Winter Sports
- 2.4.6 Loss caused directly or indirectly, wholly or partly by bacterial infections (except phylogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
- 2.4.7 Any Pre-existing Condition
- 2.4.8 Disappearance of Insured Persons, mysterious or otherwise.
- 2.4.9 All exclusions in Section A is applicable

3. Section C : Common Carrier Personal Accident/ Death

3.1 The Company will pay a percentage of the principal Sum Assured shown in Section C of the Schedule if Injury to an Insured results in one of the losses shown in Table of Losses below. Injury must occur while Insured is riding as a passenger in or on, boarding or alighting from, a Common Carrier. The loss must occur within 365 days of the date of the accident, which caused the Injury.

If more than one loss results from any one accident, only one amount, the largest, will be paid.

3.2 The Company' will be liable to pay the limits stated under section C in respect of the death of the Insured person if the Insured Person's age is over 18 years at the time of death;

Loss of:	% Principal Sum Assured
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Speech	50%
Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%

3.3 "Loss" with regard to:

- (a) Hand or foot means actual severance through or above the wrist or ankle joints;
- (b) Eye means entire and irrecoverable loss of sight; and
- (c) Thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
- (d) Speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

3.4 The Company' will be liable to pay of the Sum Assured or 50% of Sum Assured stated in the Schedule of Benefit whichever is less, in respect of the death of the Insured person if the Insured Person's age is under 18 years at the time of death;

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

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

3.6 Excluding Disappearance of Insured Persons, mysterious or otherwise.

3.7 All Aviation risks as cabin crew, pilots etc.

4. Section D : Loss of Airline/Common Carrier Checked in Baggage

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

Special conditions applicable for Section D

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

Exclusions applicable for Section D

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

5 Section E: Delay of Checked in Baggage

- 5.1 The Company will reimburse the Insured up to the Section E Sum Assured specified in the Schedule of Benefits in respect of the Insured's emergency purchases of toiletries, medication and clothing to replace those contained in the Checked in Baggage, the arrival of which is delayed by more than 6 hours beyond the time of the Insured's arrival at the intended destination outside of Sri Lanka.

Special Conditions applicable for Section E

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

6 Section F : Loss of Passport

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

Exclusions applicable for Section F

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

7. Section G: Personal Liability and Legal Fee

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

Special conditions applicable for Section G

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

Exclusions applicable for Section G

- 7.5 The Company will not be under any liability to make payment for Claims arising out of;
- 7.5.1 The Insured's liability to an employee of the Insured (whether under a contract of or for service)
 - 7.5.2 Bodily injury to and/or Property Damage to property belonging to the Insured's family, any co-worker/employee of the Insured, and any travelling companion of the Insured;
 - 7.5.3 Any liability for Bodily Injury and/or Property Damage arising directly or indirectly from or due to:
 - 7.5.3.1 Livestock belonging to the Insured or in the Insured's care, custody or occupation
 - 7.5.3.2 Any willful, malicious, criminal or unlawful act, error, or omission;
 - 7.5.3.3 The pursuit of any trade, business or profession, employment or occupation;
 - 7.5.3.4 Parachuting, hand gliding, hot air ballooning or the use of firearms or any other dangerous or hazardous activity;
 - 7.5.3.5 The ownership, possession or use of any vehicle, aircraft, or watercraft;
 - 7.5.3.6 The use or misuse of any alcohol, hallucinogenic substance, drugs (except those used medically prescribed), or drug addiction;
 - 7.5.3.7 Any form of ownership or occupation of land or building (other than occupation only of temporary residence)

8. Section H: Hijack cover

- 8.1 For each 24 hour, the Insured is detained by hijackers following hijacking of any Airline/Common Carrier in which the Insured is travelling outside the geographical limits of Sri Lanka on an Insured Journey; the Company will pay the sum specified in the Schedule of Benefits.

9. Section I: Trip Delay

- 9.1 If the Airline/Common Carrier on which the Insured is booked to travel for his/her Insured Journey is delayed due to technical defects/malfunction of such Airline/Common Carrier, adverse weather conditions and Industrial strikes or other job action by employees of such Airline/Common Carrier, scheduled to be used by an Insured during an Insured Journey, beyond 6 hours than the original scheduled departure time, the Company will pay Reasonable Additional Expenses (meals and accommodation only) incurred outside the geographical limits of Sri Lanka, up to the sum mentioned in Section I of the Schedule of Benefits, subject to the maximum amount mentioned in the Schedule of Benefits.

Exclusions applicable for Section I

However, the Company will not pay,

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

Special conditions applicable for Section I

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

10. Section J : Trip Cancellation

10.1 The Company will reimburse expenses incurred for travel and/or accommodation outside the geographical limits of Sri Lanka up to the amount stated in the Schedule of Benefits for such expenses paid in advance by the Insured and for which the Insured is legally liable and which are not recoverable from any other source, consequent upon the cancellation of travel occurring between the date of payment for such travel and/or accommodation expenses and the date of commencement of the Insured Journey caused by:

- (i) Unexpected death, Serious Bodily Injury or Sickness of the Insured Insured's travelling companion and Insured's Immediate Family Member.
- (ii) an Insured's place of residence or business being rendered uninhabitable 10 days or less prior to the commencement of an Insured Journey as a result of an Accident or an Insured's presence being required by the police following burglary or attempt thereat at an Insured's place of residence or business.
- (iii) Outbreak of any Epidemic or Pandemic or other Contagious Disease

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

- 10.1.1 Claims arising from depression or anxiety, mental or nervous disorder, alcohol or drug abuse addiction or overdose;
- 10.1.2 Claims arising from elective cosmetic or plastic surgery, except as a result of an Accident;
- 10.1.3 Claim arising from pregnancy and all related conditions
- 10.1.4 Any Pre-existing Conditions
- 10.1.5 An Insured Person travelling against the advice of a Physician
- 10.1.6 The default of any: a) provider of transport; b) agent of such provider; c) agent acting on behalf of an Insured Person;
- 10.1.7 Regulations made by any Government or Public Authority;
- 10.1.8 Strikes or labour disputes which existed or of which advance warning had been given prior to the date on which an Insured Journey was booked;
- 10.1.9 Delay due to the withdrawal from service temporarily or permanently of any Airline/ Common Carrier on the orders or recommendations of any Port Authority of the Aviation Agency or any similar body in any country;
- 10.1.10 Any direct or indirect injury, illness, death, loss or expense attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused;
- 10.1.11 Any direct or indirect loss or expense caused by or directly resulting from any business or financial contractual obligations of the Insured or the Insured's travelling companion or the Insured's Immediate Family Member.
- 10.1.12 Change of plans or disinclination of the Insured's travelling companion or Insured's Immediate Family Member to travel on the particular Insured Journey

DEFINITIONS

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

“Insured” Any holder of a Commercial Bank Premium and platinum Credit Card, issued by Commercial Bank of Ceylon PLC, who is no more than 75 years of age only and/or his/her Immediate Family and who has purchased their return air tickets using the said cards.

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

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

“Checked in Baggage” means the baggage offered by the Insured and accepted by an Airline/Common Carrier for international transportation in the same aircraft as the Insured and for which the Airline/Common Carrier has provided a baggage receipt, and the contents of the baggage checked in by the Insured so long as such contents do not violate any Airline/Common Carrier policy or rule restricting the nature of items that may be carried on board its aircraft.

“Claim” means a Claim under an operative part of this Policy in respect of an insured event that has taken place or is likely to take place. All Claims resulting from one and the same event or circumstance will jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing and the Deductible will be applicable to each Section independently.

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

“Contagious” means (of a Disease) spread from one person or organism to another, typically by contact.

“Damages” means monetary sums payable pursuant to judgements or awards but will not include fines, penalties, punitive damages, exemplary damages, any non-pecuniary relief, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be deemed to be uninsurable under Sri Lankan Law.

“Deductible” means the amount stated in the Schedule of Benefits, which will be borne by the Insured in respect of each and every Claim made under this Policy. The Company’s liability to make any payment under the Policy is in excess of the Deductible.

“Disease” means an affliction of the bodily organs having a defined and recognized pattern of symptoms that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.

“Epidemic” means a sudden development or rapid spreading of a Contagious Disease in the region where it developed.

“Family” means the Insured’s spouse and children.

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

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

"Insured Journey" means the first 90 days from date of departure from Sri Lanka of any trip to the countries specified in the return air ticket and ends upon return back to Sri Lanka falling within the policy period, where 100% of the said return air ticket(s) has/have been paid for using the Insured's Commercial Bank Credit Card issued by Commercial Bank of Ceylon PLC.

"Maximum Duration" means 90 days limit for each and every return trip outside of Sri Lanka commencing from date of departure

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

"Medical Expenses" means medical expenses (including those for medicines, Physicians, hospitals, ambulances, medical procedures and services) that in the written opinion of the treating Physician, expressed at the time of examination or treatment of the Insured, are medically necessary in order to maintain life and/or relieve immediate pain or distress caused by Sickness and/or Disease and/or Accidental Bodily Injury first manifested and/or sustained during the Policy Period and approved by the Claims Administrator.

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

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

"Pandemic" means a form of an Epidemic that extends throughout an entire continent or across continents.

"Physician" means a qualified medical practitioner holding a valid license (issued by the appropriate authority in the jurisdiction within which he operates) and acting within the scope of such license. **"Physician"** will not include any member of the Insured's family.

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

"Policy Period" means the period between: the commencement date specified in the Schedule, and the expiry date specified in the Schedule (provided that this Policy will automatically be extended for a period of 7 days if the completion of the Insured Journey is delayed solely because of a failure of public transportation or other services upon which the Insured was reliant means the period specified in the Schedule)

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

"Pre-Existing Conditions" means a condition for which medical care, treatment, or advice was recommended by or received from a Physician or which was first manifested or contracted preceding the effective date of departure and/or conditions directly/indirectly resulting by a pre-existing condition is excluded.

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

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

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

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

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

“**Sickness**” means a condition or an ailment affecting the general soundness and health of the Insured’s body that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.

“**Sum Assured**” means the amount stated in the Schedule of Benefits against each relevant section, which will be the Company’s maximum liability under this Policy (regardless of the number of the amount of Claims made) for any one Claim and in the aggregate for all Claims under such Section made per Insured person.

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

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

- a. do not exceed the usual levy of charges for similar treatment or allied services, in the locality where such treatment or allied services have been Obtained; and
- b. do not include charges that would not have been made if no insurance existed.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

Notification of Claims

It is a condition precedent to the Company’s liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a Claim under any section of this Policy, that the Policyholder ensures that the Insured is made aware of and complies with the provisions (as will be relevant to the Insured) set out below:

- a. In respect of any Claim under sections A and/or B, the Insured or, if deceased, his legal or other representative, will immediately notify the Claims Administrator and provide the letter with the name of the Physician, the name and telephone number of the hospital at which treatment is being obtained, and the fact or matter giving rise to the need for medical treatment, and any other documentation or information that may be required or requested by the Claims Administrator. **All hospitalizations must be notified to EURO CENTER to accommodate claims under Section A**
- b. For all other Claims, the Insured will immediately, and in any event not later than 30 days after his return to Sri Lanka, notify the Claims Administrator and obtain a Claim form for completion and return to the Claims Administrator along with supporting invoices and any other documentation or information that might be required or requested by the Claims Administrator.
- c. The Insured will not admit any liability or make any offer or promise of payment without the prior written consent of the Company.

Reasonable Care

The Insured will take all reasonable and proper steps to safeguard and protect himself and his possessions against any fact, matter, circumstance or cause that might result in a Claim under this Policy, and will not do or cause to be done anything that might enhance the likelihood of a Claim under this Policy (except in an attempt to save human life).

Transfer of Interest

The Insured may not transfer his interest in this Policy, but his/her legal representatives may represent him/her in respect of a Claim under this Policy if the Insured is incapacitated or deceased. The Insured will not transfer, assign, alienate or in any way pass the benefits and/or liabilities to any other person, institution, hospital, company or body corporate without specific prior approval in writing by a duly authorized officer of the Company. However, if the Insured is permanently incapacitated or deceased, the legal heirs of the Insured may represent him in respect of a Claim under the Policy.

Assessment of Claim & Payment

- a. No sum payable under this Policy will carry interest.
- b. The Company will be under no liability to make payment in respect of any Claim until such time as the Insured has provided it and/or provided the Claims Administrator with whatever documentation and/or information as may be requested and established the quantum of any amount claimed to the Company's satisfaction.
- c. The obligation of the Company to make payments to the Insured in respect of Claims made after the Insured's return to Sri Lanka will be to make payment in Sri Lankan Rupees only.
- a. Specifically in respect of a Claim under Sections A and/or B:
 - i. The Company's liability to make payment is in respect of those charges approved by the Claims Administrator
 - ii. If requested by the Claims Administrator and/or the Company, the Insured will (at his/her own expense) furnish all certificates, information, proofs or other evidence in support of the Claim, present himself for medical examination by a Medical Advisor as considered necessary by the Claims Administrator and/or the Company, and the Insured agrees that the Claims Administrator and/or the Company may approach anyone who may have treated the Insured for information and/or documentation in respect of the Claim.
 - iii. In the event of the Insured's death, the Company will have the right to carry out a post mortem at its own expense.
 - iv. Where the Insured is incapacitated or otherwise unable to give a valid release for the Claim, the Company may make arrangements to pay the Claim to the Insured's legal guardian or legal representative. Any payment made by the Company thereby in good faith will operate as a complete and effective discharge of the Company's liability in respect of the Claim.
 - v. The Company will not pay Medical Expenses except at the Usual and Customary Level.

Fraud

If the Insured will make or advance any Claim knowing the same to be false or fraudulent as regards to amount or otherwise, this Policy will be void in respect of such Insured and all Claims or payments to such insured hereunder will be forfeited.

Notifications & Declarations

Any and all notices and declarations for the attention of the Company will be submitted in writing and will be sent to the address specified in the Schedule.

Subrogation

The Insured and any claimant under this Policy, will at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company will be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things will be or become necessary or required before or after the Insured's indemnification by the Company.

Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured will be a condition precedent to the Company's liability under this Policy.

Contribution

If, at the time of the happening of any loss or damage covered by this Policy there will be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company will not be liable to pay or contribute more than its rateable proportion of any loss or damage.

Dispute Resolution

If any dispute or difference will arise as to the quantum to be paid under the Policy or if any other doubt, dispute or difference arises concerning this Policy or any matter of whatsoever nature arising there under or the operation or the interpretation thereof or the rights, duties or liabilities of the Insured under and/or in connection therewith, between the Company and the Insured the same will be referred to a competent court in Sri Lanka for judicial resolution.

Governing Law

The construction, interpretation and meaning of the provisions of this Policy will be determined in accordance with the laws of Sri Lanka. The Section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this Policy will not be waived or changed except by endorsement issued by the Company.

Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy will be valid or effective unless approved in writing by the Company, which approval will be evidenced by an endorsement on the Policy. No agent of the Company will or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions

Cancellation

This Policy may be terminated by the Company at any time by giving 30 days written notice thereof to the Policyholder in which case the Company will be liable to repay to the Policyholder on demand a ratable proportion of the premium for the unexpired term of the Policy from the date of cancellation thereof. This Policy may also be terminated by the Policyholder at any time by giving 30 days written notice thereof to the Company in which case the Company will be liable to repay to the Policyholder on demand a ratable proportion of the premium for the unexpired term of the Policy from the date of cancellation thereof.

General Exclusions Applicable to All Sections

The Company will be under no liability to make payment hereunder in respect of any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- a) The Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
- b) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not).
- c) Riot, strike, civil war, sabotage, mutiny, civil commotion, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege,
- d) Any act of terrorism including but not limited to
 - i) the use or threat of force, violence and/or
 - ii) harm or damage to life or property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

by any person(s) or group(s) of persons, committed for political religious, ideological or similar purposes, expressed or otherwise, and/or to put the public or any section of the public in fear; or

Any action taken in controlling, preventing, suppressing or in any way relating to b), c) & d) above.

- e) The loss or destruction or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - I. Ionizing radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or
 - II. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
 - III. Asbestosis or any related Sickness or Disease resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or products thereof.
- f) The Insured's actual or attempted engagement in any criminal or other unlawful act.
- g) Any epidemic or pandemic except the sub limits provided under "A" & "J" sections of the table of benefits
- h) Any consequential losses arising from a), b), c), d), e), f) & g) above.
- i) In respect of travel by the Insured to any country against whom the Republic of Sri Lanka had imposed general or special travel restrictions, or to any country which had imposed such restrictions against travel by a citizen of the Republic of Sri Lanka to such country prior to the departure of the Insured from Sri Lanka.
- j) The Insured engaging in air travel unless he flies as a passenger on an Airline/Common Carrier. For the purpose of this exclusion, air travel means being in or on, or boarding an Airline/Common Carrier for the purpose of flying therein or alighting therefrom following a flight.

Assistance services by EURO CENTER, as facilitated by the Company

The Insured may avail itself of the following assistance services provided by **EURO CENTER** as per the Schedule of Benefits:

- 24 hours Medical Assistance Services
- Pre-trip information services
- Embassy referral
- Weather and exchange rate information assistance
- Emergency message transmission assistance
- Arrangement of hotel accommodation in case of an emergency
- Interpreter referral
- Lost luggage assistance
- Loss passport assistance

The Insured shall be required to contact **EURO CENTER** on telephone number, to avail itself of the aforesaid assistance services and the Company shall be required to co-ordinate with **EURO CENTER** in this regard.

Contact Number (24 Hrs / 7 days)	+66 2696 3667
---	----------------------

DOCUMENTS REQUIRED FOR CLAIMS PROCESSING

Claim forms for all claims can be obtained from **Fairfirst Insurance Ltd** or by sending an email to **trehan.edirisinghe@fairfirst.lk** and/or **tharshinig@fairfirst.lk**.

1. All claims must be intimated / submitted within 30 days of arrival in Sri Lanka
2. Documents required and the procedure in respect of each type of claim (for all types of claims, Subject to fulfilling of Eligibility criteria defined by Commercial Bank of Ceylon PLC.)

TYPE OF CLAIMS	DOCUMENTS REQUIRED
<p>Accidental Death</p> <p>In case of hospitalization please call Above number as per country of visit, and keep all Insured's medical reports / bills / invoices / receipts safely.</p>	<p>The beneficiary of the Insured should submit the following:</p> <ul style="list-style-type: none"> o Duly completed claim form o Birth Certificate o Death Certificate o Post Mortem Report o Fairfirst insurance Ltd Claims Dept. will advise upon receipt of claim notification for any additional documentation/information. <p>Procedure In case of a death or dismemberment whilst on a common carrier, all documents pertaining to the loss including correspondence with carrier should be submitted.</p>

Accidental Dismemberment	Same as Emergency Accident claims Overseas Emergency Accident & Sickness Medical Expenses including OPD claims as applicable (Excess USD 50 on each and every claim or loss)
---------------------------------	--

	<ul style="list-style-type: none"> o Duly completed claim form o Doctor's reports o Original administration/ discharge card (as applicable) o Original bills/receipts/prescriptions o Original X-Ray reports/pathological/investigative reports o Copy of passport/visa with entry and exit stamp
<p>Common Carrier Baggage Loss</p>	<ul style="list-style-type: none"> o Duly completed claim form o Copy of the passport/visa with entry and exit stamp o Copies of baggage tags o Copies of correspondence with the airline authorities/common carrier/others about loss of checked in baggage o Property Irregularity Report (obtained from airline/common carrier) o Details of compensation received from airlines/ common carrier/other authorities, if any o Original receipts of all additional expenses incurred due to the delay o A complete list of lost items in the baggage o Boarding Passes <p>Procedure Intimate the airline/common carrier about Insured's loss and lodge complaints. All records pertaining to Insured's complaint and their response should be submitted.</p>
<p>Common Carrier Baggage Delay and/or Flight/Trip Delay (excess 6 Hrs)</p>	<ul style="list-style-type: none"> o Duly completed claim form o Original bill of purchases made/expenses incurred due to the delay o Copy of travel ticket and boarding pass o Copies of correspondence with the airline authorities certifying the Delay. o Copy of the Passport <p>Procedure Please obtain a written clarification from the airline regarding the delay and the cause of delay. Keep a record of hours of delay from the scheduled time. Keep receipts of all additional expenses (meal, and lodging in particular) incurred due to the delay.</p>

<p>Trip Cancellation</p>	<ul style="list-style-type: none"> o Duly completed claim form o Original travel tickets/bills of prepaid non-refundable expenses (travel and accommodation only) o Death Certificate of Immediate Family member in case of Death of Family member o Police report in case of Burglary or attempt thereat at an Insured's place of residence or business. o Fairfirst Insurance Ltd Claims Dept. will advice upon receipt of claim notification for any additional documentation/information. o Written confirmation from the Doctor, in case of Sickness or Injury. o Copy of Passport.
<p>Personal Liability & Legal Fee</p>	<ul style="list-style-type: none"> o Full statement of the facts in writing o Witness statements o Any other documents relevant to the incident, including summons, legal notices etc. o Any other information relevant to the Incident. o Fairfirst Insurance Ltd Claims Dept will advise upon receipt of claim notification for any additional documentation/information. <p>Procedure Do not commit any benefit/compensation or enter into any agreements. Submit all documents along with a detailed statement to , Fair first Insurance Ltd.</p>
<p>Loss of Passport</p>	<ul style="list-style-type: none"> o Copy of the new passport with exit stamp o Original bills/invoices of expenses incurred for obtaining a new passport o Copy of the Police Report

Submit the duly signed claim form and all the documents to the company address given below.

Fairfirst Insurance Ltd.

Access Towers II (13th Floor),

No. 278/4, Union Place, Colombo 02, Sri Lanka.

Tel. 009411 2428728

Fax : 0094 112326277

Email: trehan.edirisinghe@fairfirst.lk

Website: www.fairfirst.lk

Noted : Above listed documents and procedures are guidelines only. Fairfirst Insurance Ltd may call for additional documents/information as relevant and it is your duty as the insured to take all reasonable actions/precautions to prevent/minimize any accident /loss/damage.

If any hospital does not submit a bill to you for the treatment/service rendered please intimate EURO CENTER before you leave the hospital.