



HNB Assurance PLC
Level 03, No. 30, Sri Uttarananda Mawatha, Colombo 03, Sri Lanka.

**LIFE ASSURANCE POLICY
MICRO INSURANCE**

Policy No : L – HN – GT 005 (MR)

HNB Assurance Limited (hereinafter called the **company**) agrees to pay the Benefits set out in the Certificate, subject to proof satisfactory to the company,

- a) that the event on which the benefits become payable have occurred, and
- b) that the claimant is entitled to the benefits

Provided always that,

- a) the premium set out in the Certificate are received by the Company
- b) the proposal referred to in the Certificate, together with all the declarations and statements made and signed by the Policy Owner or by any Life Assured shall be the basis of the assurance granted by this policy, and form the basis of the assurance so granted.

This Policy of Assurance shall be subjected to the Privileges, Conditions and Definitions annexed hereto and that the Certificate and every Endorsement placed on the Policy by the Company shall be deemed part of the Policy.

.....
Date

.....
Authorised Signatory

It is hereby certified that the stamp duty payable in respect of this instrument has been compounded in terms of Section 13 of the Stamp Duty Act.

Total Permanent Disability Benefit

1. DEFINITION

Permanent and Total Disability shall mean disability caused by bodily injury , happened solely and directly by outward, violent and visible means or illness which must be objectively ascertainable medically which wholly prevents the Assured person from engaging in any business, or occupation or performing any work, for compensation or profit , provided, however that to determine if the total disability has become a permanent one, it must continue uninterruptedly for a period of at least six months. Permanent total disability shall be understood to have begun on the first day that such disability has occurred and it has continued uninterruptedly for six (6) months at least.

The loss of both arms or legs, or of one arm and one leg, or both eyes shall be considered permanent total disability, without prejudice to other causes or permanent total disability. Loss shall mean with regard to arms and legs, dismemberment by physical separation at or above the wrist and ankle, with regard to eyes total and irrevocable loss of sight.

2. SPECIFIC EXCLUSIONS APPLICABLE

Permanent and Total Disablement (as defined) Benefit shall not be payable in respect of disability resulting direct or indirect from injury or sickness caused or aggravated by any of the following.

- a) an act or an attempted act of self injury , suicide (while sane or insane) or participation in any criminal act.
- b) racing of any kind other than on foot any practice thereof, participation in any kind of hunting, mountaineering, parachuting or underwater or under ground activity, or any dangerous or hazardous sport, competition, or occupation.
- c) participation in terrorist activities, felonious acts, riots or
- d) consequences of declared or undeclared war, civil, rebellion revolution, insurrection, any warlike operation, restoration of public order, or
- e) any risk from the influence of alcohol or the taking of drugs or narcotics unless prescribed by a legally qualified physician or surgeon and taken in accordance with the prescribed dosage or

- f) any form of aerial flight other than as a fare paying passenger of a recognized commercial airline, or
- g) active service in any Military, Naval, Air Force , Police or similar regimented force or organization.
- h) any breach of law by the Life Assured.
- i) disablement as a result of illness, infirmity or injury which occurred before the commencement of this cover
- j) in the event the assured refusing any examination and investigations deemed necessary by the company or making such impossible.

3. ADDITIONAL CLAIM REQUIREMENTS

1. The company should be served with written notice of any injury or sickness upon which a claim be based within a period of thirty (30) days from the date of sustaining such injury or sickness. Failure to give notice within such time shall not invalidate any claim if it shall be shown no to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.
2. The Company may require the Life Assured to submit himself for a medical examination by a medical practitioner specified by the Company whenever it may reasonably require.

PRIVILEGES AND CONDITIONS

1. **World Wide Cover:**

This policy is free from all restrictions as to travel, residence and occupation unless specified on the Schedule or endorsed hereon.

2. **Forfeiture in certain events**

In case the premium shall not be duly paid or in case any condition herein contained or endorsed hereon shall be contravened or in case it is found that any untrue or incorrect statement is contained in the proposal, personal statement, declaration and connected documents or any material information is withheld, then and in every such case this policy shall be void and all claims to any benefit in virtue hereof shall cease and determine all moneys that have been paid in consequence hereof shall belong to the Company.

However Company will not contest the Policy because of any incorrect declaration or statement made in connection with it, after it has been in force for two years from the Policy issue date or the date of reinstatement (whichever shall be the later) unless the declaration or statement can be shown to have been fraudulently mis- stated. If the policy is contested by the Company the amount payable by the company will be on a sum equal to what would otherwise have been surrender value at the date of claim.

3. **Suicide**

If the Life Assured commits suicide (whether of sound mind or otherwise at the time) within one year after the Policy issue date or the date reinstatement (whichever shall be the later) the amount payable under this policy shall not exceed the aggregate of premiums paid under the Policy without interest 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.

4. **Total Exclusion of Liability**

No benefit shall be payable under this Policy if arising directly or indirectly as a result of participation on 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, civil commotions assuming the proportions of, or amounting to a popular rising, military rising insurrection, rebellion, military or usurped power or any acts 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.

5. AIDS Exclusion

If at any time during the currency of this Policy including both before and after the making of any claim or whilst any benefits are being paid, the insured is found to be infected with any human immuno deficiency virus, this Policy lapses with immediate effect and Company's liability will be limited to the surrender value only,if any.

6. Disappearance of the Life Assured

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 the effluxion of a period of seven (7) years computed from the time When the Life Assured had ceased to be heard of, and fact notified to the Company.

7. Proof of Age

The Company reserves the right to require proof of the age of the Life Assured before making any payment. If the age has been inadvertently mis – stated , this alone shall not invalidate the Policy but an equitable adjustment may be made to the Premium and /or Sum Assured under this Policy.

8. Right of Cancellation

Within fourteen (14) days after the issue of this Policy, the Policy owner may cancel it by returning it to the Company whereupon the Company will refund all premiums paid less any costs incurred by the Company such as medical reports, tests etc.,

9. Assignment

No assignment of this Policy shall be binding upon the Company unless written notice of the assignment is received 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 the assignment. In recording assignment the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

10. Law and Interpretation

- a) The Policy shall be governed by the Laws of Sri Lanka
- b) Where the context admits, reference to the Policy Owner includes reference to his or her personal representatives and the singular includes the plural and vice versa.
- c) Any reference to the masculine gender shall also apply to the feminine gender and vice versa.