

JANASHAKTHI INSURANCE PLC

No.75, Kumaran Ratnam Road, Colombo 02, Sri Lanka. Tel:0112636 636

E-mail: grouplife@janashakthi.com

www.janashakthi.com

JANASEVAYA GROUP INSURANCE POLICY

POLICY NO: JSV2019-998

WHEREAS the Policy Owner described in the Schedule 01 here to have made a proposal to the Janashakthi Insurance PLC. (herein after called “the Company”)

NOW THIS POLICY WITNESSES that in consideration of the payment of the premium paid in accordance with the provisions of the Schedule 01 the Company agrees to grant the assurance as described in the Schedule 01 ALWAYS PROVIDED that this Policy shall be subject to the Specific conditions, General conditions and Exclusions stated in this policy hereto and any additional conditions and provisions endorsed or written here on and signed for the Company as being relative hereto.

IN WITNESS WHEREOF the undersigned has, for and on behalf of the Company hereunto set his hand, at Colombo.

01.11.2020

Date



Authorized Officer

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INSURANCE BENEFIT DETAILS

SCHEDULE 01

1.1 BASIC POLICY DETAILS

Policy Numbers	JSV2019-998
Policy owner	M/S Mobitel (Pvt) Ltd
Address	No.108, W A D Ramanayaka Mawatha, Colombo 02.
Life Assured	Registered Customers of Mobitel
Period of cover	30 Days from the date of Enrollment
Premium	Rs. 8.00 + Tax per day or Rs. 240.00 + Tax per month per subscriber

1.2 SCOPE OF COVER

a) LIFE COVER

Sum Assured indicated under life insurance provision, shall become payable upon the Death of the life assured due to any cause subject to the terms and conditions of the policy.

BENEFIT	SUM ASSURED
LIFE COVER	Rs. 800,000

b) CRITICAL ILLNESS PROVISION

Sum Assured indicated shall become payable if the Life Assured, has been diagnosed or has undergone surgery for a Critical Illness as defined (subject to ANGIOPLASTY limitation) and subject to the general terms and conditions of the benefit.

BENEFIT	SUM ASSURED
CRITICAL ILLNESS COVER	Rs. 800,000

Please refer the respective benefit for terms, conditions and details. Either Life cover or Critical illness will be paid at a time of a claim.

Life cover & CI cover shall apply if full monthly premium is received from the particular member and if full monthly premium is not received the above cover shall be limited to number of days paid on prorated basis for a reduced cover.

LIFE INSURANCE PROVISION

2.1. THE BENEFIT/S

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that in the event of the death of the life assured /member, the Company shall pay the amount indicated in the Schedule 01, subject to the following terms, conditions and exclusions.

2.2. SPECIFIC TERMS & CONDITIONS RELATED TO THIS PROVISION

If the Life Assured commits suicide (whether of sound mind or otherwise at the time) within one year after the policy Issue Date, or date of reinstatement, or the date on which the subscriber was legally subscribed by the Policy owner (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.

Where the death of the Life Assured is sought to be established on the basis of 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 this fact notified to the Company.

CRITICAL ILLNESS PROVISION

3.1. THE BENEFIT/S

If before the expiry date of the policy, and the policy is in full force and effect, the life assured is diagnosed as suffering from any of the following illnesses or conditions or is proved to have undergone the type of surgery described in this condition, the Company will pay the amount mentioned in the Schedule 01, (in the manner described below) subject to proof, satisfactory to the Company's duly appointed Medical Officer that the Life Assured is entitled to this benefit.

3.2. SPECIFIC TERMS & CONDITIONS RELATED TO THIS PROVISION

- i) The critical illness benefit will be payable immediately, according to the: the critical illness definition declared in - upon diagnosis or after the surgery whichever is applicable.
- ii) However, no amount shall be payable under this benefit if the illnesses or surgeries manifested itself or if the diagnosis of the illness had been made within sixty (60) days of the policy, or either before or within sixty (60) days of the date of inclusion of new member, notwithstanding that no declaration of health was called for by the Company from the life assured.
- iii) The Company may require the Life Assured to undergo a medical examination at his own expense. The Life Assured will not be regarded as having suffered Critical Illness or Disability if proof satisfactory to the Company's duly appointed Medical Officer is not provided, or if the Life Assured fails to undergo any required medical examination.
- v) This benefit is payable only once during the currency of this Policy¹ and will not be available on any subsequent renewal.
- vi) This benefit shall be non-participating and shall not share in the surplus earnings of the Company.
- vii) Should death occur more than 60 days after the diagnosis of the critical illness or the performance of the surgery, the death benefit will be payable immediately. However, should death occur within the above mentioned 60 days period, the death benefit will be payable, less any critical illness benefit that already has been paid.
- viii) The benefit in respect of Critical Illness shall be paid in accordance with the "Critical Illness Provision" upon proof satisfactory to the Company being submitted.

3.3. LIST OF CRITICAL ILLNESS

The conditions, and surgeries to which the above paragraphs refer are;

1. Heart Attack
2. Coronary Artery By-Pass Surgery
3. Aorta Surgery
4. Heart Valve Replacement or Repair
5. Cancer
6. Kidney Failure
7. Paralysis (Paraplegia, Tetraplegia)
8. Pulmonary Hypertension
9. Fulminant Hepatitis
10. Major Organ Transplantation
11. Multiple Sclerosis
12. Blindness
13. Deafness
14. Loss of Speech
15. Alzheimer's Disease
16. Major Burns
17. Coma
18. Parkinson's Disease
19. Brain Surgery
20. Motor Neurone Disease
21. HIV Infection from Blood Transfusion
22. Chronic Lung Disease
23. Stroke
24. Muscular Dystrophy
25. Angioplasty

Refer below for definitions of the critical illnesses,

CRITICAL ILLNESS DEFINITIONS

1. Heart Attack
Means diagnosis of the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area as evidenced by symptoms of typical chest pain, new electrocardiograph changes characteristic of myocardial infarction any by elevated levels of cardiac enzymes.
2. Coronary Artery By-Pass Surgery
Means the actual undergoing of coronary artery by-pass surgery to correct stenosis or occlusion in the coronary arteries but excluding non-surgical techniques such as angioplasty, laser treatment or other non-surgical procedure.
3. Aorta Surgery
The actual undergoing of surgery for a disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta.

4. **Heart Valve Replacement or Repair**
The undergoing of open-heart surgery to repair or replace abnormal heart valve.
5. **Cancer**
Means the uncontrolled growth and spread of malignant cells and invasion of tissue as evidenced by definite histology and includes leukemia (excluding chronic lymphocytic leukemia), lymphoma and Hodgkin's disease but excludes non-invasive cancers in situ and all skin cancers except malignant melanomas. All cancers are excluded if the Life Assured is HIV positive.
6. **Kidney Failure**
Means the end stage renal failure presenting chronic irreversible failure of both kidneys to function and causing either regular long-term a renal dialysis or a renal transplant to be carried out. The necessity of continuous dialysis treatment must be certified by a nephrologist's report.
7. **Paralysis (Paraplegia, Tetraplegia)**
Clinically certified complete and permanent loss of the use of two or more limbs through paralysis as a result of sickness except when such injury is self-inflicted. Disability must be established for a period of twelve (12) Calendar months.
8. **Pulmonary Hypertension**
Primary pulmonary hypertension as established by clinical and laboratory investigations including cardiac catheterization.
9. **Fulminant Hepatitis**
A submissive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. The diagnosis in respect of this illness must be based on the meeting of all of the following criteria:
 - a) a rapidly decreasing liver size,
 - b) necrosis involving entire lobules, leaving only a collapsed reticular frame-work,
 - c) rapid deterioration of liver function tests and
 - d) deepening jaundice.

Excluding however the diagnosis of this illness if such is directly or indirectly caused by attempted suicide, poisoning, drug overdose and excessive alcohol ingestion.

Evidence of the following must be produced:

 - a) liver function test to show massive parenchymal liver disease and
 - b) objective signs of portosystemic encephalopathy.
10. **Major Organ Transplant**
Means the actual undergoing as a recipient of the transplant of a heart, lung, liver, kidney, pancreas or bone marrow.

11. **Multiple Sclerosis**
Means unequivocal diagnosis of multiple sclerosis made by a consultant neurologist with evidence of the typical symptoms of demyelination, persisting neurological abnormalities and impairment of function. Diagnosis will be based on confirmatory neurological investigations (e.g. lumbar puncture, evoked visual responses, evoked auditory responses and NMR evidence of lesions of the central nervous system).
12. **Blindness**
Total, clinically certified, irreversible loss of sight in both eyes as a result of acute sickness. The blindness must be certified by an ophthalmologist's report.
13. **Deafness**
Total, irreversible loss of hearing in both ears for all sounds as a result of acute sickness. Medical evidence in form of audiometric and sound-threshold test must be provided.
14. **Loss of Speech**
Total and irrecoverable loss of the ability to speak on account of a sickness, which must be established for a continuous period of twelve (12) months.
15. **Alzheimer's Disease**
Deterioration or loss of intellectual capacity or abnormal behavior as evidenced by the clinical state and accepted standardized questionnaires or tests arising from Alzheimer's Disease or irreversible organic disorders, excluding neurosis and psychiatric illness, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Life Assured. The diagnosis must be clinically confirmed by an appropriate consultant and be supported by the Company's Medical Adviser.
16. **Major Burns**
Third degree burns covering at least twenty percent (20%) of the body surface area.
17. **Coma**
Failure of cerebral function characterized by total unarousable unresponsiveness to all external stimuli, persisting continuously with the use of a life support system for a period of at least ninety-six (96) hours. Coma resulting directly from alcohol or drug abuse is excluded.
18. **Parkinson's Disease**
Slowly progressive degenerative disease of the central nervous system as a result of loss of pigment containing neurones of the brain (substantia nigra). Unequivocal diagnosis of Parkinson's Disease by a consultant neurologist where the condition:
 - a) Cannot be controlled with medication;
 - b) Shows signs of progressive impairment and
 - c) Activities of daily living assessment confirms the inability of the Life Assured to perform without assistance three or more of the following: bathing, dressing, using the lavatory, eating, ability to move in or out of a bed

or chair.

Only idiopathic Parkinson's Disease is covered. Drug induced or toxic causes of Parkinsonism are excluded.

19. **Brain Surgery**
The actual undergoing of surgery to the brain during general anesthesia during which specifically a craniotomy is performed. Brain surgery following an accident is excluded.
20. **Motor Neurone Disease**
Motor neurone disease of unknown aetiology is characterized by progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurones; these include spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis.
Claims shall only be admitted if the condition is confirmed by a consultant neurologist as progressive and resulting in irreversible damage to the nervous system.
21. **HIV Infection from Blood Transfusion**
The Life Assured being infected by Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome provided that:
 - a) the infection is due to a blood transfusion received in Sri Lanka;
 - b) the Company, on the advice of the Medical Adviser appointed by the Company is fully satisfied that the infection was due to a blood transfusion given as part of medical treatment;
 - c) the infected Life Assured is not a hemophiliac and
 - d) the conditions must be life threatening and there exists no known cure.
22. **Chronic Lung Disease**
End stage lung disease including interstitial lung disease, requiring extensive and permanent oxygen therapy as well as a FEV 1 test result of less than one (1) litre.
23. **Stroke**
This is defined as a cerebrovascular accident or incident producing neurological sequelae of a permanent nature, having lasted not less than six months.

Infarction of brain tissue, hemorrhage and embolization from an extra cranial source are included. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist.

Specifically excluded are cerebral symptoms due to transient ischemic attacks, any reversible ischemic neurological deficit, vertebrobasilar ischemia, cerebral symptoms due to migraine, cerebral injury resulting from trauma or hypoxia and Vascular disease affecting the eye or optic nerve or vestibular function.

24. Muscular Dystrophy

Confirmation of the definite diagnosis of either: Duchenne, Becker or Limb Girdle Muscular Dystrophy (all other types of muscular dystrophy are excluded) by a consultant neurologist holding such appointment at an approved hospital.

The diagnosis must be supported by muscle biopsy and CPK estimation and the disease must result in a permanent inability to perform independently three or more activities of daily living

- Bathing
- Dressing/ Undressing
- Getting to and using the toilet
- Transferring from bed to chair or chair to bed
- Continence
- Eating/ drinking and taking medication

25. Angioplasty

The actual undergoing of balloon dilatation, laser treatment or the insertion of a stent (Percutaneous Transluminal Coronary Angioplasty) to correct the narrowing or blockage of two or more coronary arteries when the assured has ischemic heart disease. Any claim must be evidenced by a coronary angiography showing at least Seventy percent (70%) obstruction of two or more coronary arteries and by an interventional cardiologist's report. Payment under this clause is limited to Fifty percent (50%) of the Critical Illness coverage under this policy, irrespective of the total amount of Critical Illness covers under all policies in favor of the assured. This benefit is payable once only and shall be deducted from the Basic Sum Assured, under the Critical Illness benefit thereby reducing the amount of the lump sum payment which may be payable hereunder, without any deduction of the premium.

The discovery of the need for angioplasty should have commenced not less than 60 days after the date of acceptance of the risk on this benefit in respect of any life assured.

GENERAL CONDITIONS

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that the Conditions stated below shall be applicable to this policy.

- i) All members specifically mentioned, and accepted by the company and so mentioned by endorsement are included under this policy.
- ii) The Policy owner shall pay on behalf of each member the premium indicated in the Schedule 01. The appropriate sum assured is indicated.
- iii) In the event of the death of a Life Assured, the Sum Assured as applicable shall become payable subject to Terms and Conditions of the policy.
- iv) Upon submission of proof of death as stipulated by the company, the Sum Assured shall be paid to the Policy owner, who shall provide a valid discharge to the company. All responsibilities of the company shall cease thereafter, in respect of such claim.
- v) The Policy owner may dispose of the Sum Assured in any manner agreed between the Policy owner and the Life Assured or in any other manner thought fit by the Policy owner.
- vi) Renewal of this policy on the Anniversary date mentioned in the Schedule 01 is conditional upon acceptance by the Policy owner, of the terms and conditions offered by the company from year to year. The renewal of the policy shall be at the discretion of the Company.
- vii) Unless otherwise agreed by the Company evidence of health and insurability and details of any climatic, occupational or other special hazards to which a Life Assured may be subject to shall be furnished to the satisfaction of the Company in respect of each Life Assured when he first becomes a Life Assured and, on each occasion, when he qualifies for an increase in benefit under this Policy. Failing to furnish evidence as aforesaid or where the Life Assured is subject to any special hazards the assurance or increase in assurance shall be declined altogether or the amount of benefit payable made this policy in the event of his death within the policy period shall be modified in such manner as the Company may at its discretion think fit provided always that any assurance already effected in respect of the Life Assured shall not be affected.
- viii) Evidence of age of a Life Assured satisfactory to the Company will be required before any benefit in respect of him is paid under this Policy and if after commencement of the assurance hereunder on the life of any Life Assured his date of the birth proves to have been incorrectly notified to the Company the Company shall notify the Policy owners of the adjustments to be made under this Policy in respect of such incorrect notification but in the case of a Life Assured whose age has been understated the Company shall not be liable to pay any greater benefit under this Policy in respect of him than that which would have been secured by the premiums paid hereunder in respect of him had his date of birth been correctly stated at the outset.
- ix) The Policy owner shall furnish to the Company all such data/ information and evidence as the Company may reasonably require upon or with regard to the happening of any event affecting or relating to the assurance of any person under this Policy but the Company shall not be liable for any error or inaccuracy in any data information or evidence so furnished.

x) If the Policy owner does not avail themselves of the option to renew this Policy on the due date or shall fail to pay any premium payable hereunder or any part thereof or any interest payable hereunder on any such premium or part thereof on its due date, the Policy owner shall (unless the Company otherwise agrees) be deemed to have discontinued payment of premiums except with the written consent of the Company.

xi) The Company reserves the right from time to time to vary the terms and provisions of this policy (other than this condition and any provisions whereby the amount of any benefit hereunder is determined) upon giving to the Policy owner at least 30 days' previous notice in writing expiring on the day immediately preceding the third or any subsequent Entry Date of its intention so to do and to apply such variation on and from the date of expiry of the notice relating thereto all benefits in respect of which premiums are thereafter payable. Provided always that the said terms and provisions may be varied at any time should the Company and the Policy owner so agree.

xii) If the business of the Policy owner shall be assigned to or succeeded by any person, persons or corporation then, subject to the written consent of the Company, the payment of premiums under this Policy may at the option of such person, persons, or corporation be continued, in which case such person, persons or corporation shall be from the date of such assignment or succession takes place become the Policy owner hereof.

xiii) All benefits payable under the terms and conditions of this Policy are strictly personal, and cannot be assigned charged or alienated in any manner whatsoever.

xiv) The Company may deduct from any benefit payable under the terms and conditions of this Policy any tax or death duties from which the Company may be accountable by reason of the payment of the benefit.

xv) If any difference shall arise between the Company and the Policy owner as to any matter relating to this Policy such difference shall be referred to arbitration.

xvi) The policy shall be governed by the laws of Sri Lanka.

xvii) Where the context admits reference to the Policy owner includes reference to his or her representatives and the singular includes the plural, and vice versa. (Any reference to the masculine gender shall also apply to the feminine gender and vice versa.)

xviii) No money shall become due under the Policy until the requirements of the Company have been complied

xix) If the business of the Policy owner shall be assigned to or succeeded by any person, persons or corporation then, subject to the written consent of the Company, the payment of premiums under this Policy may at the option of such person, persons, or corporation be continued, in which case such person, persons or corporation shall be from the date of such assignment or succession takes place become the Policy owner hereof.

xx) The Company may deduct from any benefit payable under the terms and conditions of this Policy any tax or death duties from which the Company may be accountable by reason of the payment of the benefit.

xxi) A policy/benefit becomes lapsed if the premium is not paid within 30 days from the date of issuance of the policy and/or from the date of the new member inclusions to the master policy. In such event any reinstatements shall be subject to the Company underwriting guidelines and Claims conditions shall apply.

xxii) Maximum age at entry to the policy is 64 years (Next Birthday) and benefits cease on attaining age 65 (Next Birthday)

05. EXCLUSIONS

5.1. SPECIFIC EXCLUSIONS RELATED TO THE LIFE INSURANCE PROVISION

This policy does not cover injury or death or disappearance resulting from or caused or aggravated directly or indirectly in whole or in part by active service in the military, naval, air force, police, home guards or similar service.

claim shall be payable under this policy if arising directly or indirectly as a result of the active 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, 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.

No claim will be payable due to any disability, abnormality, congenital disease, illness or deformity and consequences of those, originated prior to the commencement of this policy'

5.2. SPECIFIC EXCLUSION APPLICABLE TO CRITICAL ILLNESS PROVISION

Any per-existing ailment/s, disability, abnormality and their consequences shall be excluded under this policy and a claim due to any of the above conditions of a life assured/policy holder/family member of the insured (if applicable) will not be paid, provided that such exclusion had not been specifically removed from the final quotation issued by Janashakthi Insurance or Removed under any specific Policy terms and conditions pertaining to such pre-existing ailment/s, disability, abnormality and their consequences in which event the claim shall be considered.

06. CLAIM PROCEDURE

The claim should be intimated to JIPLC indicating the following details;

1. Policy no
2. Name of the member
3. Date of Risk/ Incident
4. Type of claim (Eg. Death or critical illness)
5. Claimant details (Eg. Contact number)
6. Account details (Bank, Branch, Account number)

Written notice of the claim must be given to the Company as declared in the notice of the claims. Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

6.1 DEATH CLAIM REQUIREMENTS

1. A duly completed claimant statement
 2. A certified copy of the death certificate (certified by the respective Janashakthi Regional Sales Manager/ authorized officer of the respective Company)
- If required, JIPLC shall call for any other supporting document in relation to the claim

1. Postmortem Report
2. Inquest Report
3. Past Medical Reports
4. Last Medical Attendants Report
5. Hospital Certificate

6.2 CRITICAL ILLNESS CLAIM REQUIREMENTS

1. All supporting medical documents from the attending physician / doctor.
2. Other documents as may be necessary and required

6.3 NOTICE OF CLAIMS

Written notice of the claims (occurrence of the event), for all benefits applicable under this policy shall be as per schedule below and must be given to the Company accordingly. Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been possible to give such notice and that notice was given as soon as was reasonably possible.

- i. Death - No waiting period
- ii. Critical Illness - 30 days of the date of occurrence (one calendar month)

The details can be e-mailed to: groupclaimshd@janashakthi.com

Or

A letter with all attachments should be sent to:

Manager – Claims

Janashakthi Insurance PLC

No. 75, Kumaran Ratnam Road,

Colombo 02

Or

All completed documents can be handed over to any JIPLC branch island wide on fulfilment of all requirements, the claim cheque will be released within agreed service level agreements.

DEFINITIONS

"The Policy owner'	The party/ parties so described in the Schedule 01 whose registered office is situated at the address mentioned in this schedule, whose subscribers are the Lives Assured.
"Commencement Date"	The date so mentioned in the Schedule 01.
"Policy Anniversary"	The date so mentioned in the Schedule 01 and the same day in every subsequent year.
"Policy Year"	Shall mean the period between the policy commencement date and the next policy anniversary date in the following year.
"Life Assured"	Each person, in respect of whom the cover is sought by the Policy owner and whose name has been provided to the Company along with the application for assurance under this Policy has been received by and accepted by the Company provided always that a person shall cease to be a Life Assured upon ceasing to be entitled to benefit under the Conditions of this Policy.
"Sum Assured"	The amount of the Sum Assured to be provided in respect of each Life Assured on death, disability or critical illness whilst in Service as described in the Schedule 01.
"Payment of Benefits"	All benefits under this Policy shall be payable to the Policy owner at the Head Office of the Company such benefits to be held upon Trust by the Policy owner for the respective persons to whom such benefits are expressed to be payable under this Policy and the Policy owner shall have no beneficial interest under this Policy except in respect of any refunds expressed to be payable to them hereunder.
"Premiums"	The Premiums to provide the benefits assured under the Policy shall comprise of a first Premium due on the Commencement Date and any subsequent Premium due on each subsequent due dates as agreed.
"Reinstatement"	If an insured fails to pay the premium on time and as result of the same the insurance policy gets terminated; the insured can activate the same policy by paying all due premiums under this section subject to policy not being in a state of lapse at the time of such payments.