

Hotelier's Comprehensive Insurance – Insurance Product Information Document

Type of Policy: Hotelier's Comprehensive Insurance

Basic Cover Provided:

SECTION 01 - FIRE AND ALLIED PERILS

The Insurer will indemnify the Insured in the event of Damage to the Property described by each term in the Schedule caused by any of the perils as listed in the schedule:

Fire & Lightning

The Company will pay to the insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said schedule to be insured thereon and on the whole the total sum insured hereby, or such other sum or sums as may be substituted thereof by endorsement hereon or attached hereto signed by or on behalf of the Company.

Additional Perils

1. Riot & Strike
2. Terrorism

(For more details about additional perils please refer page no. 02 to 08 of the wording)

Additional covers

1. Loss of Rent Clause
2. Fire Brigade Clause
3. Removal of Debris Clause
4. Architects, Surveyors and Consulting Engineers Fees Clause
5. Capital Additions

(For more details about clauses please refer page no. 09 to 11 of the wording)

SECTION 02 - FIRE CONSEQUENTIAL LOSS

The Company will pay to the Insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions contained therein and in the Specification 1. (ON DIFFERENCE BASIS) or Specification 2. (ON TURNOVER BASIS) as is applicable as stated in the Schedule.

SECTION 03 – BURGLARY

Basic Cover Provided in Section 3:

- (a) Any of the property whilst within the premises shall be lost or damaged by Burglary following actual forcible and violent entry to or exit from the premises
- (b) There shall occur any damage to the premises falling to be borne by the insured consequent upon such Burglary or any attempted threat
- (c) Any of the property shall be stolen from the premises consequent upon and in connection with assault or violence or threat thereof to the insured or any employee of the insured or any member of the insured's family then the Company will by payment or at its option by replacement, reinstatement or repair indemnify the insured against such loss or damage

THIS SECTION DOES NOT COVER (EXCLUSIONS)

1. War Riots Etc.
2. Fire & Explosion

(For more details please refer page no. 19 & 20 of the wording)

SECTION 04 - PUBLIC LIABILITY

Basic Cover Provided in Section 4:

- (a) To indemnify the Insured, up to but not exceeding the amounts specified in the Schedule, against such sums as the Insured shall become legally liable to pay in respect of claims made against the insured arising from BODILY INJURY OR DISEASE (fatal or non-fatal) to persons (hereinafter called “bodily injury”) OR DAMAGE TO PROPERTY caused by any accident occurring during the period set forth in the Schedule.
 - (i) In or about the places specified in the Schedule, or
 - (ii) Elsewhere within the territorial limits of Sri Lanka in the course of any work or of the performance of any duties carried out by or on behalf of the Insured in connection with the business or operations specified in the Schedule, and
- (b) To pay costs and expenses incurred by the Insured with the written consent of the Company in the defense of any such claims subject to the overall Limited of Liability stated in the Schedule.

THIS SECTION DOES NOT COVER (EXCLUSIONS)

1. Excess
2. Employees

(For more details please refer page no. 22 & 23 of the wording)

SECTION 05 - MONEY IN TRANSIT

Basic Cover Provided in Section 5:

1. Money in Transit
2. Money on the premises
3. Damage to Safe or Strong room etc.
4. Death or bodily injury of employees carrying or handling money
5. Damage to Clothing

(For more details please refer page no. 25 of the wording)

THIS SECTION DOES NOT COVER (EXCLUSIONS)

1. Dishonesty of Employees
2. Shortage or Errors

(For more details please refer page no. 26 & 27 of the wording)

SECTION 06 - PLATE GLASS

Basic Cover Provided in Section 6:

1. Accidental breakage of Glass

Accidental breakage of glass, as described in the Schedule attached, its intrinsic value (including the cost of boarding up necessarily incurred) not exceeding the sum specified in the Schedule.

2. Accidental damage to Display Window Contents, windows and door frames, expenses of Removal etc.

THIS SECTION DOES NOT COVER (EXCLUSIONS)

1. Damage Caused by Workmen
2. Fire and Allied Perils
3. Scratches, manufacture defects and heat cracks
4. Breakage due to Dilapidation of Frames
5. Excess

(For more details please refer page no. 29 of the wording)

SECTION 07 - PERSONAL ACCIDENT

Basic Cover Provided in Section 7:

Any bodily injury resulting solely and directly from an accident caused by outward, violent and visible means and such injury shall within ninety (90) days of its occurrence solely,

directly and independently of all other causes result in the death of the Insured person then the Company shall pay the sum insured specified in the Schedule of the Policy.

(For more details about the basic cover, please refer page no. 30 & 31 of the policy wording)

THIS SECTION DOES NOT COVER (EXCLUSIONS)

(a) Pre-existing physical conditions.

(b) Hazardous sports

(For more details please refer page no. 32 of the policy wording)

Provisions, Special Conditions & Endorsements

(For more details please refer page no. 33 of the wording)

SECTION 08 - FIDELITY GUARANTEE

Basic Cover Provided in Section 8 :

The Company will indemnify the insured against direct loss of money and/or goods which belong to the Insured or for which the insured is responsible at law sustained by reason of any act of fraud or dishonesty committed by the Employee during the Period of Insurance in the Capacity and during uninterrupted service with the Insured.

The amount of any loss paid hereunder shall automatically be reinstated as from the date of discovery of the act of fraud or dishonesty causing such loss provided always that

(i) the insured shall pay the appropriate additional premium

(ii) the amount of such reinstatement shall be available only for claims in respect of subsequent acts of fraud or dishonesty.

(For more details please refer page no. 34 of the policy wording)

THIS SECTION DOES NOT COVER (EXCLUSIONS)

(For more details please refer page no. 34 of the policy wording)

Conditions Precedent to Liability *(For more details please refer page no. 34 to 36 of the policy wording)*

SECTION 09 - WORKMEN'S COMPENSATION

Basic Cover Provided in Section 9:

Any employee in the insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the insured in the business and if the insured shall be liable to pay compensation for such injury either under Workmen's Compensation Ordinance 1934 and Subsequent Amendments Prior to the Date of Issue of this Policy or at Common Law.

THIS POLICY DOES NOT COVER

- (a) Any injury by accident or disease directly attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power;
- (b) The Insured's liability to employees of contractors of the Insured;
- (c) Any employee who is not a "workman" within the meaning of the Law(s);
- (d) Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (e) Any sum which the Insured would have been entitled to recover from any party but for an agreement between the insured and such party.

CONDITIONS & ENDORSEMENT *(For more details please refer page no. 37 to 40 of the policy wording)*

SECTION 10 - ELECTRONIC EQUIPMENT

Basic Cover Provided in Section 10:

Covers loss of or damage to the electronic equipment, computer, associated equipment, and other items described in the Schedule from any accidental cause whilst at the situations specified in the Schedule or in the case of remote terminals data inks and data carrying materials whilst at any other situation within Sri Lanka and whilst in transit hereto and therefrom.

Additional Covers

1. Automatic Cover
2. Expediting Costs
3. Consulting Engineers Fees
4. Debris Removal

(For more details about additional covers please refer page no. 41 & 42 of the policy wording)

THIS SECTION DOES NOT COVER (EXCLUSIONS)

1. Excess
2. Maintenance Agreement
3. Wear and Tear

(For more details please refer page no. 42 of the policy wording)

SECTION 11 - BOILER AND PRESSURE VESSELS

Basic Cover Provided in Section 11 :

1. Damage to Boiler

Damage (other than by fire) to the boiler or pressure vessel described in the Schedule caused by and solely due to explosion or collapse as hereinafter defined during the period covered by this Policy.

Provided that the total liability of the Company in respect of any one boiler or pressure vessel in any one year of insurance shall not exceed the limit of indemnity set opposite thereto in the Schedule.

2. Liability for damage to property and injury to persons (This will operate in the absence of Public Liability Insurance – Section 04)

(For more details please refer page no. 45 of the policy wording)

Basis of Indemnity *(For more details please refer page no. 45 & 46 of the policy wording)*

THIS SECTION DOES NOT COVER (EXCLUSIONS)

1. Defects arising from normal wear and tear.
2. Failure of tubes.
3. Damage caused by fire and other extraneous causes.

(For more details please refer page no. 46 & 47 of the policy wording)

Warranties & Special Conditions *(For more details please refer page no. 47 to 49 of the policy wording)*

GENERAL CLAUSES

1. Mortgage Clause
2. Bank Clause
3. Pro-rata Clause
4. Identification Clause

(For more details about general clauses please refer page no. 50 & 51 of the policy wording)

GENERAL EXCLUSIONS (EXCLUSIONS)

1. War and Kindred Risks
2. Radioactive Contamination
3. Cyber Attack

(For more details about general exclusions please refer page no. 52 of the policy wording)

GENERAL CONDITIONS

1. Fraud (Applicable to all Sections other than Section 09)

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured, or anyone acting on his behalf to obtain any benefit under this Policy, or if the loss or damage be occasioned by the willful act or with the connivance of the Insured, or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection or in case of arbitration taking place in pursuance of Condition 23 of this Policy within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.

(For more details about general conditions please refer page no.54 to 62 of the policy wording)

Claims Procedure and Required Documents:

For Property

1. Call us on 011-2206306, as soon as you come to know the loss/damage.
2. Report the incident to the nearest police station, as required by the law (in case of theft, malicious damage, riot & strike, arson or suspected arson)
3. If any claim is made by a third party, refer the same to us without making any commitment.
4. You may also need to fill up the claim form which will be sent by Non-Motor Claims Department and return it with other requested documents as soon as possible to keep your claim moving quickly.
5. In case of a property claim, an assessor/investigator will be sent as soon as possible to visit the damaged property.
6. Adjustment of loss/damage will be carried out by an appropriate loss adjuster depending on the loss.

Required Documents - Property related claims:

1. Duly completed Claim Form.
2. Extract of the complaint made to the police if applicable.
3. Estimates & Bills
4. Any other requirements which may be needed by the insurer whilst processing the claim.

For Third party related claims

1. Claim Form, letters received from third parties in respect of liability claims.
2. Copy of the complaint made to the police by the third party against to the Insured.
3. Court proceedings.

4. Any other requirements to process the claim depending on the type of the incident.

Depending on the circumstance of the incident insurer may not ask for police complaint and/or court proceedings.

For Personal Accident related claims

1. Insured should inform the incident to our contact center 0112-206306 within the time period stated in the policy.
2. Insurer request the claim form and other required documents from the Insured.
3. Insured should submit the duly completed claim form and other requested documents.
 - If it is necessary insured may request to have an opinion from medical practitioner appointed by the insurer.
4. Insurer scrutinizes the documents and decides the liability of the claim.
 - If the liability is in order, the Insurer issue the offer letter informing approved amount and loss voucher requesting other required documents for claim settlement.
 - If liability cannot be admitted, the Insurer issue the rejection letter.

Required Documents:

A. Death Claims

1. Duly filled Claim form
2. Death Certificate
3. Postmortem Report & Inquest Proceedings
4. Police Investigation report if applicable

B. Permanent Disablement

1. Duly filled Claim form
2. Medical Examination Report
3. Diagnostic Card and other medical reports
4. Police Investigation report if applicable

C. Temporary Disablement

1. Duly filled Claim form
2. Diagnosis card and other medical reports
3. Medical Certificate
4. Medical Leave confirmation from employer

For Workmen's Compensation related claims

1. Insured should inform the incident to our contact center 0112-206306.
2. Insurer request the claim form and other required documents from the Insured.
3. Insured should submit the duly completed claim form and other requested documents.

4. Insurer scrutinizes the documents and decides the liability of the claim.

- If the liability is in order, the Insurer issue the offer letter informing approved amount and loss voucher requesting other required documents for claim settlement.
- If liability cannot be admitted, the Insurer issue the rejection letter.

Required Documents:

A. Death Claim

1. Claim Form
2. Q Form
3. O Form
4. Death Certificate
5. Postmortem report & Inquest proceedings
6. Police Investigation report if applicable

B. Permanent Disablement

1. Claim Form
2. Q Form
3. G Form
4. Diagnosis card and other medical reports
5. Medical Examination Report
6. Police Investigation report if applicable

C. Temporary Disablement

1. Claim Form
2. Q Form
3. Diagnosis card and other medical reports
4. Medical Certificate
5. Medical Leave confirmation from employer

* If it is necessary insurer may request to have an opinion from medical practitioner appointed by the insurer.

- Compensation will be calculated as per Workmen's Compensation Ordinance, based on the Insured's monthly wages.
- In the event of a death, the cheque is drawn in favour of "The Commissioner for Workmen's

Compensation”.

Mode of Payment of Premium:

Annual Premium has to be paid for the Policy (unless mentioned otherwise in the Policy Schedule) and for any subsequent renewals.

Obligations of the Policyholder:

Obligations of the policyholder in disclosing material facts

- At the time of purchase:- Disclose all material facts requested in the Proposal Form, truly and accurately, to avoid any claim rejection.
- During the policy term:- Notify the Insurer of any significant changes in risk or information of the insured.

Obligations of the policyholder when a claim is made

- When making a claim:- Provide all necessary documents and details as mentioned in the Claim Procedure along with the Claim Form.

Complaints Procedure:

We are committed to serve you with passion and willing to receive your feedback. If you are not satisfied with our services, you can lodge a complaint by below methods;

- By telephone - Customer Care Officer - 011 2126136
- By email - pilassist@peoplesinsurance.lk
- By WhatsApp - 0716230048
- By fax - 011 2126109
- By post - Customer Care Officer, People's Insurance PLC, No. 07, Havelock Road, Colombo 05
- Via online - Complaint Submission Form is available on our website www.peoplesinsurance.lk → Please click on the "Complaints" tab
- By visiting

Below information to be provided when lodging a complaint;

- I. Complaint in brief
- II. Your name and contact details
- III. References: Policy No. / Claim No.
- IV. Any supporting documents

The Trilingual Complaints Handling Procedure can be downloaded from our website - www.peoplesinsurance.lk → Please click on the "Complaints" tab

Dispute Resolution:

If you are not satisfied with the resolution given by us for a complaint lodged, you have the

option to use following Alternative Dispute Resolution (ADR) mechanisms.

I. Address your concerns to:- Insurance Ombudsman of Sri Lanka
No. 1, Bethesda Place, Colombo 05
info@insuranceombudsman.lk

011 2505542 / 011 250 5041

II. Arbitration:- As per the Arbitration Clause in the Policy

III. Address your concerns to:- Director Investigations
Insurance Regulatory Commission of Sri Lanka
Level 11, East Tower, World Trade Centre
Colombo 01
011 2396184-9 / 011 2335167
investigation@irsl.gov.lk / info@irsl.gov.lk

(Please refer page no. 62 & 63 “complaints procedure” of the policy wording)

A Few Things to Remember

Cancellation of the Insurance (applicable to all Sections other than Section 09)

This insurance may be terminated at any time at the request of the Insured in which case the Company will retain the customary short period rate for the time the Policy has been in force, subject to no claims being made. The insurance may also at any time be terminated at the option of the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

(please refer page no. 57 on point number 13 under general conditions section of the policy wording)

- The due observance and fulfilment of the terms and conditions of this Policy shall be conditions precedent to any liability of the Insurer to make any payment under this policy
- Payment of Premium:- Should be as per the Premium Payment Warranty in the Policy
- Insured shall take all reasonable precautions to prevent or minimize loss or damage to the property insured.
- In order to receive the right amount of compensation in an event of a claim, Insured should ensure that the property is insured to its current market value

Important Notes:

This Insurance Product Information Document (IPID) is intended to provide a summary of the main cover and additional covers (if applicable) and key features of the Policy and is not personalized to your specific individual needs. Please note that all matters of whatever nature pertaining to this Insurance (including but not limited to claims, interpretation of terms and conditions and litigation etc.) shall be governed by the terms, conditions and exclusions of the Policy which shall prevail over the contents of this document.

For Further Information:

If you require any further information, you can make a request via

- Telephone - 0112126126
- Email - pilassist@peoplesinsurance.lk
- Visiting any of our offices island wide