

Policy No: ADS 2012-

## **DENTASHAKTHI INSURANCE COVER**

WHEREAS the Insured named in the Schedule herein being desirous of insuring in the manner hereinafter entioned with **JANASHAKTHI INSURANCE PLC.** (hereinafter called the "Company") the person(s) named in the said Schedule as the Lives Insured (hereinafter individually referred to as "Life Insured") whose agent for the purposes of this Policy shall be deemed to be the Insured having made a proposal and signed a declaration which proposal and declaration together with any other statement in writing relating to this insurance made by the Insured and/or lives insured, it is agreed shall be the basis of this Contract and be deemed to be incorporated herein and whereas the Insured has paid to the Company the first Premium stated in the said Schedule as a consideration for the said insurance for the period stated therein.

The Company agrees that if during the currency thereof, that is, at any time before the expiration of the said period or during any further period for which the Company may agree to renew the insurance and Life Insured shall require dental work which begins after this policy has been in force for not less than thirty (30) days, which injury or sickness shall necessitate medical and/or surgical treatment as hereinafter defined, the Company will subject to the terms, provisions, exclusions and conditions of and endorsed on this Policy allow the Insured to get dental teatment at Dentavista Healthcare Private Ltd, India (hereinafther referred to as the "Healthcare Provider" to the extent specified in the Schedule.

### **JANASHAKTHI INSURANCE PLC.**

.....  
**DATE**

.....  
**AUTHORISED OFFICER**

**(THE INSURED IS REQUESTED TO READ THIS POLICY  
AND SEEK CLARIFICATION WHERE NECESSARY)**

## WHAT THIS POLICY COVERS

All dental care maintenance charges incurred at the Healthcare Provider for dental treatment as provided under the policy can be claimed every benefit year, towards the actual costs you have incurred. There is no maximum claim amount but the extent of coverage will be subject to the Plan taken and to the exclusions applicable.

## WHAT THIS POLICY DOES NOT COVER

1. a) Injury or disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, Hostilities or Warlike operations (whether war be declared or not) and breach of Criminal Law by the Life Insured.  
b) injury or disease caused by the life insured's active participation in riots and/or strikes or similar public disturbances.
2. Attempted suicide or self-inflicted injury whilst sane or insane;
3. Cosmetic or plastic surgery, unless necessitated by an accidental injury occurring on or after the effective date of the Policy.
4. Any form of prosthesis, artificial limb(s) or apparatus.
5. Any disability, abnormality or deformity which originated prior to commencement of insurance under this policy.
6. Congenital conditions.
7. Injury or illness caused by nuclear fusion, nuclear fission or radioactive contamination.
8. Any inpatient treatment
9. Any treatment, which is purely cosmetic including whitening of teeth.
10. Treatment not considered necessary for continued oral health.
11. Treatment not listed in the list of benefits under the respective plan taken.
12. **Treatment obtained from any clinic other than Denta Vista Healthcare Private Ltd, India.**
13. Any orthodontic treatment

14. Replacement of a bridge, crown, veneers or denture which is or can be repairable according to accepted dental standards.
15. Replacement of a bridge, crown, veneers or denture within five years of original fitting unless it has been damaged beyond repair while you have been covered by this policy
16. Procedures, appliances or restorations (except full dentures) whose main purpose is to change vertical dimensions, provide surgical treatment of conditions or dysfunction of the temporo-mandibular joint or restore occlusion.
17. Participation or training in a contact sports unless recommended mouth protection is worn.
18. Claims cannot be made for purchases, for example toothpaste, brushes, denture adhesive, or any other dental accessory purchased from a dentist or other supplier.

***All of the above covers are excluded under the Silver plan, whilst some are bought back under the Gold and Platinum plan.***

## CONDITIONS

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

### 1 DISCLAIMER NOTICE

The Company shall not be a party to any legal action being initiated against the Healthcare Provider resulting from death or injury to the Life Insured as the contract of treatment is solely between the Healthcare Provider and the Life Insured.

### 2. LAW AND INTERPRETATION

This policy will be governed by and construed in accordance with the laws of Sri Lanka and will be subject to the exclusive jurisdiction of the Sri Lanka Courts. All information including the contractual terms and conditions will be supplied in English throughout the term of the policy. The Table and paragraph headings are for convenience only and do not form part of the policy itself nor do they effect its construction. A person who is not party to this contract has no right under the Act to enforce any terms of this policy. Every payment to us or by us under this policy shall be payable in the currency in which the policy is issued.

3. **COOLING-OFF PERIOD**

The contract is concluded and your membership commences upon the payment of your first contribution. You have 14 days from this date or the date you receive your Policy Document whichever is the later, in which to cancel your membership. If you do not cancel within this 14-day period any contributions you have paid will be refunded, provided you have not submitted a claim. If you wish to cancel after this period then please also see the section headed 'CANCELLATION' below.

4. **MEMBERSHIP**

Once your membership has commenced it may continue, subject to the normal terms and conditions and the continuous payment of premiums.

No mid term changes will be allowed. Separate policies will be issued for children over 18 years.

5. **RENEWALS**

The policy may be renewed annually on an on-going basis. We will not send you a new Policy Document at renewal unless we have varied or made changes to the premiums, terms and conditions, benefits, or plans.

6. **CLAIMS**

You can claim as often as you need to, subject to the exclusions and extent of the Plan you have opted for.

The Claims procedure is explained in the section "HOW TO CLAIM".

7. **CANCELLATION**

If at any time after the "COOLING-OFF PERIOD" as described in Clause 4, you wish to cancel your policy you must give us one month's notice. directly in writing to:

The Manager (Dentashakthi Section)  
Janashakthi Insurance PLC  
No 46, Muttiah Road  
Colombo 2

or email to :

allnmcd@janashakthi.com

9. **PREMIUM PAYMENTS AND REFUNDS**

Your policy will remain in force and you will be liable to maintain your payment of premiums until such notice has been received and has expired. If you do not provide the relevant notice and simply cancel the direct debit instruction at your bank we reserve the right to recover any sums due.

In the event of cancellation it is the member's responsibility to ensure that the payment of premiums ceases. You will not be refunded any premiums that have already been paid. We will not be responsible for any bank charges incurred by a member in connection with the continuance or cancellation of a policy.

We reserve the right to refuse membership or refuse a request to upgrade membership, without giving reasons thereafter.

10. **DATA PROTECTION**

The information you have provided and any further information you supply to us will be used to provide you with the benefits for which you apply and for the maintenance of your records. This information may be passed to selected third parties for underwriting and claims handling purposes, and to prevent and detect fraud. We may send you information about other products and services that we believe may be of interest to you. The Data Protection Act entitles you to a copy of all information we hold about you. If you wish to view or receive a copy of this information application should be made in writing to our offices. Whilst under the legislation we are entitled to, we do not generally make a charge for providing this information.

11. **BENEFIT TERMS AND CONDITIONS**

The Company has an arrangement with DentaVista Healthcare Private Ltd, India that all valid and admissible claims made by members for dental treatment will be met by the Company in full, but subject to the exclusions stated under the heading "What This Policy Does Not Cover" and the Plan opted for by the Insured.

Premiums must be paid without a breach and be up to date, prior to benefit payments being paid, and the Company will not process any claims if premiums are in arrears. **If premiums are paid on a quarterly or half-yearly basis, all unpaid premiums for the first year only, must be paid up in full, before treatment can be undertaken.**

Collection of premiums is handled by the Company, therefore any queries concerning this must be directed to them.

The benefit year for the policy commences on the anniversary date of your membership, and continues for as long as premiums are paid regularly.

Your membership will cease immediately upon non-payment of premium, within 45 days of the due date of the premium. Re-admission to the scheme will solely be at the discretion of the Company.

12. **EXTENT OF LIABILITY**

The Healthcare provider and the Company cannot be sued under the terms of this Policy for

- i. loss and/or injury suffered by the Insured during his travel to and from the Healthcare Provider's premises in India.
- ii. Complications arising due to allergies to medicines in cases where such allergies were not disclosed by the insured to the Healthcare Provider before administering such medicines.
- iii. Death of the insured not directly/indirectly arising out of/related to the treatment.

13. **QUALIFYING PERIOD**

The qualifying period pertains to a period within which the Insured must wait prior to having the full benefits after having paid the premium.

14. **ARBITRATION**

- i In the event any dispute or difference arises in respect of any liability or quantum of the claim on this policy during such dispute or difference shall be referred to arbitration by a notice in writing as provided for herein.
- ii The party who seeks to refer such dispute or difference to arbitration ("the First Party") shall name an arbitrator appointed by him in the said notice in writing, sent to the other party ("the Other Party") making such reference and request the Other Party to appoint another arbitrator.
- iii In the event of the Other Party failing to appoint another arbitrator ("the second arbitrator") within thirty (30) days from the date of dispatch of the said notice, the arbitrator appointed by the First Party shall act as the sole arbitrator and make a final award as if the parties hereto have jointly appointed him to act as such sole arbitrator. If the Other Party appoints another arbitrator then the two arbitrators shall within twenty (20) days of the appointment of the second arbitrator appoint a Chairman as provided for in the section 6(3) of the Arbitration Act No. 11 of 1995 of Sri Lanka.  
  
"The date of dispatch" shall mean the date on which such notice is dispatched by registered post and the postal frank or postal receipt shall be the conclusive proof thereof.
- iv The Arbitration Tribunal shall before the commencement of the arbitration set out the procedure to be followed at the hearing but the following steps shall be mandatory before the hearing commences:-

- a. Both parties shall within the time stipulated by the Arbitrators or within such further time as may be allowed by the Arbitrators file their respective

evidence by way of affidavits with supporting documents.

- b. Thereafter, time may be given by the Arbitrators to file affidavits in reply, with supporting documents.
- c. Oral evidence shall be confined only to the matters, which shall be specified by the Arbitrators.
- v The Arbitration proceedings shall be held in the city of Colombo and the language of the proceedings shall be in English.
- vi Only a retired judge of the Supreme Court or Court of Appeal of Sri Lanka or a lawyer with knowledge and expertise in Commercial Laws of at least 25 years standing qualified to practice in Sri Lanka can be appointed as an arbitrator or chairman as both parties recognize that the applicable laws are the laws of Sri Lanka.
- vii The award made at an arbitration held as provided herein shall be final, conclusive and binding on the parties hereto.
- viii It is hereby mutually agreed that the making of an award upon a reference to arbitration shall be a condition precedent to any right of action of a party against the other party in respect of such difference or dispute.

15. **OBSERVANCE OF POLICY TERMS**

The due observance and fulfilment of the terms, conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

16. **JURISDICTION CLAUSE**

The indemnity provided by this policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Sri Lanka, nor to orders obtained in the said Court for the enforcement of judgments made outside Sri Lanka, whether by way of reciprocal agreements or otherwise.

**SETTLEMENT OF CLAIMS**

1. **HOW TO CLAIM**

In order to make a claim under the Policy, the Life Insured must follow the steps given below.:

- (a) Make an appointment with the Healthcare Provider

Dentavista Healthcare Pvt Ltd  
New No 3, Mylai Ranganathan Street  
T Nagar  
Chennai 600 017  
India

or

email to:

[nirmalnath@dentavistahealthcare.com](mailto:nirmalnath@dentavistahealthcare.com)

[dr.ganapathy@dentavistahealthcare.com](mailto:dr.ganapathy@dentavistahealthcare.com)

- (b) Call on them at the appointed date and time.
- (c) Obtain treatment (within your Plan and subject to the exclusions stated)
- (d) **Walk away (if treatment is outside the Plan opted for by the Insured or subject to the exclusions, the Insured will have to pay the balance amount to the Healthcare Provider)**

## **2. INQUIRIES**

All inquiries and complaints should be submitted to  
:-

**The Manager (Dentashakthi Section)  
Janashakthi Insurance PLC  
No: 46, Muttiah Road  
Colombo 02**

**Tel : +94112303300**

or

**email : [allnmcd@janashakthi.com](mailto:allnmcd@janashakthi.com)**

**Company Office hours:**

**Monday to Friday, 7.30 am until 7.00 pm**

**Saturday 8.30 pm to 12.30 pm**