



Fairfirst Insurance Limited.
Company No. PB5180
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INBOUND TRAVEL INSURANCE POLICY

SCHEDULE OF BENEFIT - INBOUND TRAVEL INSURANCE (SINGLE TRIP)

Section	Benefit	Scheme 01	Scheme 02	Scheme 03	Scheme 04	Deductible (USD)
A	Overseas Emergency Accident and Sickness Medical Expenses, Evacuation And Repatriation	100,000.00	75,000.00	50,000.00	25,000.00	100 per event per visit
	Dental	500.00	500.00	500.00	500.00	Nil
B	Personal Accident (including common carrier)	25,000.00	25,000.00	25,000.00	25,000.00	Nil
	Riot & Strike and Terrorism (This is an Optional cover and operates within the Territorial limits of Sri Lanka only)	25,000.00	25,000.00	25,000.00	25,000.00	
C	Loss of Common Carrier Checked In Baggage	2,000.00	2,000.00	2,000.00	2,000.00	50.00
D	Delay of Common Carrier Checked in Baggage	200.00	200.00	200.00	200.00	6 Hrs
E	Loss of passport	250.00	250.00	250.00	250.00	Nil
F	Personal Liability	100,000.00	75,000.00	50,000.00	25,000.00	100.00
G	Hijack cover	100 per day with a max. of 500	100 per day with a max. of 500	100 per day with a max. of 500	100 per day with a max. of 500	24 Hrs
H	Burglary Cover (Including Cash and Personal belongings due to robbery, burglary or any attempt thereof)	500.00	500.00	500.00	500.00	50.00
I	Trip Delay	200.00	200.00	200.00	200.00	6 Hrs
J	Golfer's hole in one	250.00	250.00	250.00	250.00	Nil
K	Missed Departure/Connection	200.00	200.00	200.00	200.00	Nil
L	Trip cancellation	2,000.00	2,000.00	2,000.00	2,000.00	-
M	Trip curtailment	2,000.00	2,000.00	2,000.00	2,000.00	50

Age Group : 01 Month to 85 years

Period of cover : Maximum of 30 days on arrival to Sri Lanka

IMPORTANT

Please make sure you read and fully understand this document before you travel to Sri Lanka.

Please read carefully the full details of the procedure for obtaining assistance and claims.

The cover is operative from the time insured departs from his Home Country to Sri Lanka and up to the direct return journey to the person's Normal Country of Residence.

Whereas the Insured 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 Insured against such loss as is herein provided.

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

1.1 The medical and related expenses incurred by the Insured for medical treatment in Sri Lanka. The expenses covered would include physician services, hospital and medical services and local emergency medical transportation.

1.1.1 Dental services for immediate relief of dental pain in respect of filling and extraction are only covered up to amount stated in the benefit table. However dental care rendered necessarily as a result of a covered accident shall be subject to the limit of cover as stated in the policy.

1.1.2 Medical Evacuation to a hospital in abroad 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 Insurance Company.

1.1.3 The Company's liability to make payment hereunder shall be limited to a period of 30 days from and including the date upon which the aforesaid Accidental Bodily Injury and/or Sickness and/or Disease occurring or first manifested itself, and to Medical Expenses at the usual and customary level.

1.1.4 The Company shall be under no liability to make payment of any Medical Expenses incurred beyond the expiry of the policy period, same as provided for under section 1.1.3

1.1.5 The cost of repatriating the Insured's mortal remains to the country of the Insured residence, or up to an equivalent amount for the burial or cremation of the Insured in Sri Lanka in the event of Insured's death in Sri Lanka as a result of Accidental Bodily Injury and/or Sickness and/or Disease occurred or having first manifested itself during an Insured Journey. These expenses should be pre-approved by the Claims Administrator prior to the remains are being prepared for transportation to Insured Home Country or for burial or cremation.

1.1.6 The Deductible applicable as per the selected plan would be applicable in respect of each and every Claim made under the policy and the Company's liability would be restricted to the Section A Sum Insured as per the selected plan during the policy period.

Exclusions Applicable for section A

1.2 The Company shall 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 out side Sri Lanka.

1.3 The Company shall be under no liability to make payment of any medical expenses incurred beyond the expiry of the policy period.

1.4 The Company shall be under no liability to make payment hereunder in respect of any claim directly or indirectly caused by/ based on/ arising out of or how so ever attributable to any of the following :

1.4.1 Where the Insured is

1.4.1.1 Travelling against the advice of the physician; or

1.4.1.2 Receiving or on a waiting list for specified medical treatment declared by the Insured in his proposal; or otherwise or

1.4.1.3 Travelling for the purpose of obtaining treatment; or

1.4.1.4 In respect of a terminal prognosis for a medical condition.

1.4.2 Suicide, attempted suicides or willful or self-inflicted injury or illness, mental disorder, anxiety, stress or depression, venereal disease, alcoholism, drunkenness or the abuse of drugs.

1.4.3 Any injury, illness, death, loss or 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 complications arising out of any of the foregoing.

1.4.5 The cost of dentures, dental appliances, 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 purchase of this policy.

1.4.7 Any sickness and/or ailment due to pre-existing condition and/or exaggerated due to a pre-existing condition.

1.4.8 For any costs incurred in connection with rest cures or recuperation at spa or health resort, sanatorium, convalescence home or other similar institutions

1.4.9 Ayurvedic Treatment other than registered Ayurvedic hospitals

1.4.10 Treatment of any congenital anomalies/defects.

1.4.11 Professional fees charged by a member of the immediate family of the Insured

1.4.12 The additional cost of single or private room at a hospital, clinic or nursing home except when the medical practitioner considers it necessary and approved by the Claims Administrator.

1.5 For the deductible mentioned in the Schedule

1.6 All Exclusions Applicable for Section B

2 Section B: Personal Accident

2.1 The Company will pay the Section B Sum Assured specified in the selected plan or a percentage of it, in the event of the Insured sustains Accidental Bodily Injury result in one of the following losses shown in the Table of losses given below.

Course of Loss	% of sum insured Offer
Loss of Life	100%
Loss of Both hands or both feet	100%
Loss of one hand and one foot	100%
Loss of Either hand or foot and sight of an eye	100%
Loss of Speech and hearing in both ears	100%
Loss of Either hand or foot	50%
Loss of Sight of one eye	50%
Loss of Speech	50%
Loss of Hearing in both ears	50%
Thumb and index finger of same hand	25%

Furthermore, in the event of following status of paralysis, compensation will be paid as follows.

Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%
Uniplegia	25%

2.2 Provided always that the policy will not pay under more than of the foregoing sub clause in respect of the same Accident and in excess of the amount stated in the Schedule

2.3 The Company will be liable to pay 50% of the Sum Insured stated in the selected plan in respect of the death of the insured person if the Insured person's age is under 18 years; to be calculated at the time of affecting this Insurance.

2.4 Disappearance - The company will pay the benefit for loss of life whilst on trip, if insured person's body can not be located within 365 days after the forced landing, stranding, sinking or wrecking of a conveyance in which insured person was a passenger or as a result of any Acts of Gods, in which case it shall be deemed, subject to all other terms and provisions of the policy, that insured person shall have suffered loss of life within the meaning of the policy. However, the burden of proving the insured's loss of life beyond reasonable doubt will solely be upon the legal personal representative of the insured.

2.5 Riot & Strike and Terrorism cover – This is an optional cover and operates within the geographical limit of Sri Lanka only (Refer the attached endorsements for the coverage description)

Exclusions Applicable for section B

2.6 The Company shall be under no liability to make payment of any Accidental Death or Bodily Injury beyond the expiry of the policy period.

2.7 The Company shall be under no liability to make payment hereunder in respect of any professional sportsmen (the insured person shall not play for reward or remuneration or play against any person or team receiving or entitled to receive reward or remuneration for such playing) and sports teams whilst taking part in professional sports including training

2.7.2 Loss arising from accidents as a driver on motorised vehicle unless at the time of the accident the Insured is possession of a current full international driving license and while riding a two wheeler is wearing a safety crash helmet.

2.7.3 Aviation other than solely as a fare paying passenger and duly certified multi engine passenger carrying aircraft flown in the course of licensed operations for the transportation of passengers by property licensed crew.

2.7.4 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 hazardous occupation, self-exposure to needless perils (except an attempt to save a human life), or if engaging in any criminal or illegal act.

2.8 All exclusions applicable for Section A.

3 Section C: Loss of Common Carrier Checked In Baggage

3.1 The Company will pay the Insured up to the Section C Sum Insured (Subject to the deductible of USD 50.00) specified in the selected plan in respect of complete and permanent loss of the Insured's checked in Baggage from Insured Home Country.

Special conditions applicable for section C

3.2 In the event of any loss to the Insured's property whilst in the custody of an Airline or other carrier the Insured has to notify the Airline or the carrier upon discovery of the loss and obtained a property irregularly report/official letter from the Airline which the Insured has to submit to the Claims Administrator.

3.3 The Company's liability to make payment shall not arise until liability is admitted by the Airline. If any compensation paid or payable by the Airline, Company's liability is only to indemnify the excess amount if any.

3.4 In case of the same baggage being covered under any other insurance, the policy will contribute its ratable proportion.

3.5 Loss of Checked in Baggage during the trip will be covered only subject to proof of ownership of the lost baggage.

3.6 The Company reserves the right to replace or pay the intrinsic value of any lost article maximum up to the amount stated in the selected plan.

Exclusions applicable for Section C

3.7 The Company shall be under no liability to make payments for:

3.7.1 Loss to the Insured's personal or checked in baggage as a result of the confiscation or detention by customs, police or any other authority.

3.7.2 Loss caused by the Insured's failure to make reasonable steps to safe guard against the loss of the baggage.

3.7.3 Any loss to stamps, money ,all kind of securities , tickets, documents, contact/corneal lenses, spectacles dentures, hearing aids, fragile articles or business goods and samples.

3.7.4 Animals, birds or fish

3.7.5 Perishables and consumables

3.7.6 Any jewellery, gemstones

3.7.7 Valuables and electronic equipment

Section D: Delay of Common Carrier Checked in Baggage

4.1 The Company will reimburse the insured up to the Section D Sum Insured specified in the selected plan in respect of the insured's emergency purchases of toiletries, medication and clothing to replace those contained in checked baggage, the arrival of which is delayed by more than 06 hours beyond the time of the Insured's arrival at the intended destination in Sri Lanka.

Special Conditions applicable for section D

4.2 It is a condition precedent to the Company's liability hereunder that upon discovering the delay in arrival of the checked baggage the insured shall obtain written non delivery confirmation from the Airline along with period of delay, which must be submitted to the Claims Administrator in the event of a Claim

4.3 The Company's liability to make payment shall not arise until liability is admitted by the Airline. If any compensation paid or payable by the Airline, Company's liability is only to indemnify the excess amount if any.

4.4 The Claim payment is subject to the submission of the original purchase receipts and evidence to proof the period of delay.

5 Section E: Loss of passport

5.1 in the event of the Insured's loss of his passport, the Company will pay the Insured the Section E Sum Insured specified in the selected plan towards expenses necessary incurred by the Insured in obtaining a duplicate or fresh passport or emergency travel documents within the geographical limits of Sri Lanka.

5.2 The Company shall be under no liability to make payment for

a) loss of insured's passport as a result of the confiscation or detention by customs, police or any other authority.

b) loss which is not reported to the appropriate police authority within 24 hours of the discovery of the loss, in respect of which an official report has to be obtained and submit the same to the Claims Administrator.

- c) failure to take reasonable steps to safeguard the loss of passport.
- d) any loss of passport whilst left unattended at any time.

6 Section F: Personal Liability

6.1 The Company will indemnify the insured up to the Section F Sum Insured (less the deductible) specified in selected plan 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 insured journey.

6.2 No deductible shall be applicable in respect of the legal liability incurred by the Insured in his private capacity to pay damages for third party Accidental Bodily Injury.

Special conditions applicable for section F

6.3 The Company's liability to indemnify the Insured under this section shall be to the expenses finally determined by a Sri Lankan court of Law.

6.3.1 Give immediate written notice to the Company to the address specified in the schedule, and

6.3.2 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 shall 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 shall be entitled at all times to 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 shall be a first charge on the Sum Insured hereunder.

6.4 The Company shall 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 shall thereafter be restricted to the amount by which the Claim could have been settled.

Exclusions applicable for section F

6.5 The Company shall not be under any liability to make payment for claims arising out of;

6.5.1 the Insured's liability to any employee (whether under a contract of or for service)

6.5.2 bodily Injury to and/or damage to property belonging to the Insured's family, any co-worker of the Insured, and any travelling companion of the Insured;

6.6 any liability for bodily injury and/or property damage arising directly or indirectly from or due to:

6.6.1 livestock belonging to the Insured or in the Insured's care, custody or occupation

6.6.2 any willful, malicious, criminal or unlawful act, error, or omission;

6.6.3 the pursuit of any trade, business or profession, employment or occupation;

6.6.4 parachuting, hang gliding, hot air ballooning or the use of firearms or any other dangerous or hazardous activity;

6.6.5 the ownership, possession or use of vehicle, aircraft, or watercraft;

6.6.5 the use or misuse of any alcohol, hallucinogenic substance, drugs (except those used medically prescribed), or drug addiction;

6.6.7 the supply of goods or services;

6.6.8 any claim resulting from transmission of an illness or disease by Insured

6.6.9 any form of ownership or occupation of land or building (other than occupation only of any temporary residence)

6.6.10 liability arising out of sexual molestation, corporal punishment or physical or mental abuse

6.6.11 liability arising out of the use, sale, manufacture, delivery, transfer or possession of a controlled substance or contraband as defined by any appropriate authority.

6.6.12 bodily injury to any person eligible to receive any benefit voluntarily provided or required to be provided by insured person under any workman compensation law, non occupational disability law or occupational disease law or any other similar law.

7 Section G: Hijack cover

7.1 For each 24 hour period the Insured is detained by hijackers (Excluding first 24 hours) following hijacking of any air craft in which the insured is travelling from his home country and vice versa, the Company will pay the sum specified in the Schedule.

8. Section H: Burglary Cover

8.1 The Company indemnifies the Insured if he/she sustains loss of or damage of Personal Property and Baggage (including cash and personal belongings) due to robbery, burglary or any attempt thereof during the Insured Journey in respect of such loss up to the amount stated in the Schedule (less deductible) of benefits subject to the terms and conditions of this Policy.

Special conditions applicable for Section H

8.2 The Company will not pay more than the amount stated in the Schedule of Benefits for any one article or a pair or a set of articles.

8.3 The loss or damage of each article must be accompanied by proof of purchase such as but not limited to receipts, bank statements or credit card statements. If no proof of purchase is provided, the company may decline the claim or accept it at a reduced value.

8.4 The Company may make payment subject to due allowance of wear and tear and depreciation or at the Company's option replace or repair such articles.

8.5 The loss or damage must be reported to the police where the loss or damage occurred within twenty-four (24) hours from the incident. Any claims for indemnity under this section must be accompanied by a copy of a police report or a report issued by the relevant authority evidencing such loss.

Exclusions applicable for Section H

The Insurer will not pay under Section H Loss or Damage of Personal Property and Baggage for any of the following:

- 8.6 loss or damage of baggage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process or while actually being worked upon or resulting therefrom;
- 8.7 loss or damage of baggage caused by mechanical or electrical breakdown or derangement or damage sustained due to any process initiated by the Insured to repair, clean or alter any baggage;
- 8.8 loss or damage of baggage resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority or risk of contraband or illegal transportation or trade;
- 8.9 loss or damage of property from confiscation or retention by customs or other officials;
- 8.10 loss or damage of property as a result of the Insured's failure to take due and reasonable care and precautions to safe-guard and secure such property;
- 8.11 loss or damage of watches and portable computers not carried as hand-carried baggage or kept under the Insured's supervision;
- 8.12 loss of data recorded on tapes, cards, discs or otherwise, including the cost of reproducing the data;
- 8.13 damage or breakages of fragile or brittle articles;
- 8.14 loss or damage not reported to the police within twenty-four (24) hours of the discovery of such loss or damage; or

9. Section I: Trip Delay

- 9.1 We will reimburse Reasonable Additional Expenses for Trip Delay, subject to the maximum shown in the Policy Schedule or the Schedule of Benefits, if Your Trip is delayed for more than 06 hours due to a Covered Hazard.

Covered Hazards:

- 9.1.1. delay of Common Carrier caused by Inclement Weather; or
- 9.1.2. delay due to a Strike or other job action by employees of Common Carrier scheduled to be used by You during Your Trip; or
- 9.1.3. delay caused by Equipment Failure of a Common Carrier.

Exclusions applicable for Section I

- 9.2 In addition to the General Exclusions listed in this Policy this coverage section shall not cover any delay due to an insured Covered Hazard which was made public or known to You prior to the purchase of this Policy and pre paid expenses incurred due to a covered hazard.

10. Section J: Golfer's hole in one

10.1 Company shall reimburse expenses incurred in celebration of achieving a hole-in-one by the insured during the trip, in Sri Lanka subject to maximum limit in the Schedule.

11. Section K: Missed Departure/Connection

11.1 The Company will pay necessary reasonable accommodation and travelling expenses, subject to the limits stated in the Schedule of Benefits, where the Insured Person has missed their outward scheduled flight, the Insured Person has booked due to

11.1.1 Insured person sustains injury due to an accident

11.1.2 The vehicle in which the Insured Person is travelling being involved in an accident

11.1.3 The vehicle in which the Insured is travelling being involved in mechanical breakdown

Exclusions applicable for Section F

11.2.1 Anything that is caused by the Insured Person not checking in at the departure point when the Insured Person should have done

11.2.2 The Insured Person not allowing sufficient time for the journey to airport to catch the booked flight

11.2.3 Amounts recoverable from any other source

12. Section L: Trip cancellation

12.1 The company will pay for the loss of deposits up to the amount stated in the schedule of the selected plan, if prior to the contracted departure date, the insured trip is cancelled and the insured is prevented from taking the trip due to a sickness, injury or death to the insured's travelling companion, insured's immediate family member or travel companion's immediate family member.

12.2 The company will reimburse the insured for the unused, non refundable cancellation portion of the hotel cost and/or common carrier ticket charges provided that the insured booked and paid for these cost before such sickness, injury or death occurred.

12.3 Insured must notify the company immediately in the event of a trip cancellation. The company will not be liable for any additional charges incurred, if any, resulting from the non notification of the cancellation immediately.

13. Section M: Trip curtailment

- 13.1 The company will reimburse the insured person up to the amount stated in the schedule of the selected plan, the non-refundable unused portion of travel or accommodation costs or additional accommodation and/or travel expenses (excluding telephone cost, meals and beverages) paid by the insured following necessary curtailment of the insured journey and if the insured person has to directly return to Home Country due to,
- 13.1.1 the aircraft on which insured person is on board as a passenger is hijacked.
 - 13.1.2 unexpected death of insured's immediate family member.
 - 13.1.3 natural disaster which has prevented the insured from continuing with the scheduled trip.
 - 13.1.4 unexpected strike, riot or civil commotion which are beyond the insured's control.
 - 13.1.5 unexpected death, serious injury or sickness of the insured person.

DEFINITIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

14 **"Insured"** means the person named in the Schedule.

15 **"Claims Administrator"** means the Fairfirst insurance Ltd.

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

17 **"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"** shall not include any member of the Insured's family.

18. **"Medical Expenses"** means medical expenses (including those for medicines, Physicians, hospitals, ambulances, medical procedures and services) that in the written opinion of the *Claims Administrator* and 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.

19. **"Loss of Eye"** means the total and irrecoverable loss of sight from either or both eyes.

20. **"Loss of Limb"** means the loss of one or both hands or one or both feet by permanent physical severance at or above the wrist or ankle, and includes the total and permanent loss of use of either or both hands or either or both feet.

21 **"Permanent Total Disablement"** (PTD) means disablement which entirely prevents you from engaging in or attending to any occupation whatsoever for at least 6 months after the date of accident causing the disablement and at the expiry of that period being beyond hope of improvement.

22 **"Checked In Baggage"** means the baggage offered by the Insured and accepted by an Airline for international transportation in the same aircraft as the Insured and for which the airline 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 policy or rule restricting the nature of items that may be carried on board its aircraft.

23. “Personal Baggage” means your suitcases and similar containers, their contents and articles carried or worn by you including your valuables (as defined below), stamps, documents, contact or corneal lenses, dentures, hearing aids, spectacles, fragile articles *or business goods and samples*

24. “Valuables” means *photographic, audio, video, computer*, telecommunications and electrical equipment, telescopes, binoculars, spectacles, antiques, watches, jewellery, furs and articles made of precious stones and metals which the insured has proof of the values and ownership.

25 “Intrinsic Value” means the actual cash value of the item at the time of loss or damage including appropriate deductions for wear and tear.
29 “Personal money” means Sri Lankan Bank notes and coins, foreign currency, travellers cheques, cheques, postal and money orders, travel tickets, petrol coupons and credit vouchers being carried by you or whilst in a locked safe or safety deposit box.

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

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

28. “Bodily Injury” means any Accidental physical bodily harm evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury but does not include any Sickness or Disease.

29. “Usual and Customary Level” means medical charges that:

29.1 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

29.2 do not include charges that would not have been made if no insurance existed.

30. “Policy” means the *proposal*, the *Schedule*, the *Policy* documents and any endorsements attaching to or forming part hereof either on the commencement date or during the Policy Period.

31 “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.

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

33 “Deductible” means the amount stated in the Schedule, which shall 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.

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

35 “Sum Insured” means the amount stated in the Schedule against each relevant Section, which shall 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.

36 “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 shall 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 shall be applicable to each section independently.

- 37 "Airline/Common Carrier"** means a public airline that holds a proper license for the jurisdictions in which it operates and that operates scheduled flights for passengers and cargo.
- 38 "Schedule"** means the schedule, and any annexure to it, attached to and forming part of this Policy.
- 39 "Insured Journey"** means a single journey during the Policy Period to a destination outside of Sri Lanka, which is undertaken (departure and arrival) during the Policy Period.
- 40 "Medical Evacuation"** means the removal of the Insured from Sri Lanka to insured home country where necessary medical care can be accorded to him, including medical care required en route.
- 41 "Property Damage"** means actual physical damage to tangible material property belonging to a third party
- 42 "Damages"** means monetary sums payable pursuant to judgments or awards but shall 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.
- 43 "Equipment Failure"** means any sudden, unforeseen breakdown in the Common Carrier's equipment that caused a delay or interruption of normal trips.
- 44 "Inclement Weather"** means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.
- 45 "Strike"(Under section I)** means any labor disagreement which interferes with the normal departure and arrival of Common Carrier, and is defined as legal by the relevant authorities in the respective country.
- 46 "Reasonable Additional Expense"** means 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.
- 47 "Pre existing condition"** Pre-existing conditions include any medical condition, sickness, injury, illness, disease, mental illness or mental nervous disorder that existed with reasonable medical certainty during the 180 days before your coverage under inbound insurance policy began, whether or not it was previously manifested, symptomatic, known, diagnosed, treated or disclosed. This includes but is not limited to any medical condition, sickness, injury, illness, disease, mental illness or mental nervous disorder for which medical advice, diagnosis, care or treatment was recommended or received or for which a reasonably prudent person would have sought treatment during the 180 days before the effective date.

48. 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, the Insured complies with the provisions set out below:

48.1 In respect of any Claim under Sections A and/or B, the Insured or, if deceased, his legal or other representative, shall immediately notify the Claims Administrator and provide him 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 might be required or requested by the Claims Administrator.

48.2 For all other Claims, the Insured shall immediately, and in any event not later than 14 days after his return to Home Country, 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.

48.3 The Insured shall not admit any liability or make any offer or promise of payment without the prior written consent of the Company.

49. Reasonable care

The Insured shall 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 shall 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).

50. Transfer of Interest

This Policy of Insurance is a Contract between the Company and the Insured Person. The Insured Person shall 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 authorised officer of the Company. However, if the Insured Person(s) is permanently incapacitated or deceased, the legal heirs of the Insured may represent him in respect of Claim under the Policy.

46. Assessment of Claim and Payment

46.1 No sum payable under this policy shall carry interest.

46.2 The Company shall be under no liability to make payment in respect of any Claim until such time as the Insured has provided it and/or the Claims Administrator with whatever documentation and/or information may be requested and established the quantum of any amount claimed to the Company's satisfaction.

46.4 Specifically in respect of a Claim under Sections A and/or B:

The Company's liability to make payment is in respect of those charges approved by the Claims Administrator prior to being incurred.

If requested by the Claims Administrator and/or the Company, the Insured shall (at his 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.

In the event of the Insured's death, the Company shall have the right to carry out a post mortem at its own expense.

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 shall operate as a complete and effective discharge of the Company's liability in respect of the Claim.

The Company shall not pay Medical Expenses except at the Usual and Customary Level.

46.5 In respect of loss of or damage to any article forming part of a pair or set, the value of the particular part or parts which may be lost or damaged without reference to any special value which such part or parts may have as forming a pair or set, but in any event not exceeding a proportionate part of the Sum Insured in respect of the pair or set.

47. Arbitration

i) In the event of any dispute or difference arising in respect of the amount to be paid on this policy (liability otherwise being admitted) 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 appoint an arbitrator in the said notice in writing and send to the other party (the other party') making such reference and request the other party to appoint another arbitrator.

iii) In the event of such dispute or difference arising in respect of any claim as aforesaid has not been referred to arbitration within twelve (12) calendar months from the date of arising such dispute or difference, such dispute or difference shall for all purposes be deemed to have been abandoned and shall not thereafter be contested hereunder.

iv) In the event of 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.

v) The arbitration tribunal shall before the commencement of 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 the time may be given by the arbitrators to file affidavits in reply, with supporting documents.

c) Oral evidence shall be confined only to matters which shall be specified by the arbitrators.

vi) The arbitration proceedings shall be held in Colombo, the language of the proceeding shall be in English and applicable laws shall be the laws of Sri Lanka.

vii) 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 15 years standing qualified to practice in Sri Lanka can be appointed as an arbitrator or chairman .

viii) The award made at an arbitration held as provided herein shall be final, conclusive and binding on the parties hereto.

ix) It is hereby mutually agreed that the making of an award upon a reference to arbitration shall be condition precedent to any right of action of either party against the other party in respect of such difference or dispute.

48. Fraud

The entire policy will be void if, whether before or after a loss, the insured person has, related to this insurance,

- a) Intentionally or recklessly or otherwise concealed or misrepresented or not disclosed, what the company consider being any material fact or circumstance,
- b) engaged in what the company consider to be fraudulent, dishonest or deceitful conduct or
- c) made false statements.

49. Cancellation

This Policy may be cancelled by the Insured after the expiry of 14 days from the effective date, in writing to the Company as long as the Insured is able to establish to the Company's satisfaction that the Insured Journey has not commenced, and this Policy shall stand cancelled if the Insured Journey has not commenced within 14 days of the commencement date shown on the Schedule. Upon cancellation, the Company shall be entitled to deduct cancellation charges according to its Cancellation Scale subject to retain a minimum Premium. In case of any early return of the insured person prior to expiry of the policy period no refund of premium is payable.

50. Notifications & Declarations

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

51. Subrogation

The Insured and any claimant under this Policy, shall 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 shall 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 shall be or become necessary or required before or after the Insured's indemnification by the Company.

52. Governing Law

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with the laws of Sri Lanka.

53. Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on

the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.

54. 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 shall be a condition precedent to the Company's liability under this Policy.

55. Contribution

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

The Company shall 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:

56. 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.

57. In the event of Death or Disability/Injury of the insured arising directly or indirectly as result of active participation or any attempted participation of the insured War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, civil unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or destruction of or damage to property by or under the order of any government or local authority.

58. 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 ionising, radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

59. 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.

60. The Insured's actual or attempted engagement in any criminal or other unlawful act.

61. Any kind of consequential losses.

62. The insured engaging in air travel unless he flies as a passenger on an Airline. For the purpose of this exclusion, air travel means being in or on, or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.

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, acts of foreign enemy, hostilities (whether war be declared or not), civil war, civil unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or destruction of or damage to property by or under the order of any government or local authority.
- c) Any loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

The policy also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

- d) 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.
- e) The Insured's actual or attempted engagement in any criminal or other unlawful act.
- f) Any consequential losses arising from a), b), c) and d) above.

PROCEDURE FOR CLAIMS PROCESSING

A - Emergency Accident and Sickness Medical Expenses	In case of Hospitalization please call 0094 2428 428. It is important to keep all Insured's medical reports /bills/invoices/receipts safely.
B - Personal Accident Cover Accidental Death	<p>The beneficiary of the insured should submit the following:</p> <ul style="list-style-type: none"> • Duly completed Claim Form • Birth Certificate • Death Certificate • Post Mortem Report • Fairfirst Insurance Ltd claims dept. will advice upon receipt of claim notification for any additional documentation/information
B - Personal Accident Cover Accidental Dismemberment	<p>The insured should submit the following:</p> <ul style="list-style-type: none"> • Duly completed Claim Form • Doctor's reports • Original administration/discharge card • Original Bills /receipts/prescriptions • Original X- Ray Reports / Pathological /Investigative reports • Copy of passport /visa with entry and exist stamp
C - Common Carrier Baggage Loss	<p>The insured should submit the following:</p> <ul style="list-style-type: none"> • Claim Form • Copy of the passport / visa with entry and exit stamp • Copies of baggage tags • List of contents including the estimated price & date of purchase of each item containing the baggage • Proof of purchase / invoices / bills relevant to items lost • Copies of correspondence with the airline authorities / common carrier / others about loss of checked luggage • Property irregularity report (obtained from airline / common carrier) • Details of compensation received from airline / common carrier, if any
D - Delay of Baggage	<p>The insured should submit the following:</p> <ul style="list-style-type: none"> • Claim Form

	<ul style="list-style-type: none"> • Copy of the passport / visa with entry & exit stamp • Copies of baggage tags • Copies of correspondence with the Airline authorities about the delay • Original bills / receipts / invoices pertaining to expenses incurred / purchases made during the period of delay • Details of compensation received from Airlines / other authorities, if any • Property irregularity report (obtained from airline / common carrier)
E - Loss of Passport	<p>The Insured should submit the following:</p> <ul style="list-style-type: none"> • Duly completed Claim Form • Copy of the new passport • Original Bills/invoices of expenses incurred for obtaining a new passport • Copy of the Police report
F - Personal Liability Cover	<p>The Insured should submit the following:</p> <ul style="list-style-type: none"> • Duly completed Claim Form • Full statement of the facts in Writing • Witness statements • Any other documents relevant to the incident, including summons, legal notices etc. • Any other information relevant to the incident • Fairfirst Insurance Ltd Claims Dept. will advise upon receipt of claim notification for any additional documentation/information.
G - Hijacking	<p>The insured should submit the following:</p> <ul style="list-style-type: none"> • Full statement of the events in writing • Airline correspondence / briefings regarding the event • Ticket / boarding pass
H - Burglary Cover	<p>The Insured should submit the following:</p> <ul style="list-style-type: none"> • Duly completed Claim Form • Copy of the Police report • Evidence to prove the amount of the loss (receipts, Credit Card statements etc) • Fairfirst Insurance Ltd Claims Dept. will advise upon receipt of claim notification for any additional documentation/information.
I – Trip Delay	<p>The insured should submit the following:</p>

	<ul style="list-style-type: none"> • Claim Form • Original bills of purchases made / expenses incurred during the delay • Copy of ticket and boarding pass • Copies of correspondence with the Airline authorities certifying about the delay
J – Golfer’s hole in one	<p>The insured should submit the following:</p> <ul style="list-style-type: none"> • Claim Form • Original bills of purchases made / expenses incurred • Fairfirst Insurance Ltd Claims Dept. will advise upon receipt of claim notification for any additional documentation/information.
K - Missed Departure	<p>The Insured should submit the following:</p> <ul style="list-style-type: none"> • Duly completed Claim Form • Copy of the Police report – Applicable only for vehicle an accident • Original Bills/invoices of expenses incurred . • Fairfirst Insurance Ltd Claims Dept. will advise upon receipt of claim notification for any additional documentation/information
L – Trip Cancellation	<p>The insured should submit the following:</p> <ul style="list-style-type: none"> • Claim Form • Original travel tickets / bills of prepaid non-refundable expenses (travel and accommodation only) • FF Insurance Claims Department will advise upon receipt of claim notification for any additional documentation / information
M - Trip Curtailment	<p>The insured should submit the following:</p> <ul style="list-style-type: none"> • Claim Form • Original travel tickets / bills of prepaid non-refundable expenses (travel and accommodation only) • FF Insurance Claims Department will advise upon receipt of claim notification for any additional documentation / information

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

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1. All claims must be intimated / submitted as early as possible as or not later than 14 days of arrival to Insured's home country.
2. The Documents required and the procedure in respect of each type of claim will be informed to the Insured by the claims handles of Fairfirst Insurance Limited once an incident giving rise to a claim is intimated to us.

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: dilinis@fairfirst.lk , 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.