



**FAIRFIRST INSURANCE LIMITED.**

(Company No. PB 5180)

No. 278/4, Access Towers 2, Union Place, Colombo 02,

E-mail: [info@fairfirst.lk](mailto:info@fairfirst.lk) Website: [www.fairfirst.lk](http://www.fairfirst.lk)

**MOBILE CRIME PROTECT INSURANCE POLICY**

**UNAUTHORISED MOBILE PHONE USAGE, MONETARY  
LOSS COVERAGE**

**The Insurance Company** agrees to pay benefits provided by this **Policy** in accordance with its provisions. Refer to the **Schedule of Benefits** for the actual coverage purchased by the **Policyholder**. The **Policy** is issued in consideration of the Application of the **Policyholder**, and of the payment of **Premiums** by the **Policyholder**. The following pages, including any riders, endorsements or amendments, are a part of this **Policy**.

## SCHEDULE OF BENEFITS

This **Schedule of Benefits** and Face Page of the **Policy** form part of the Mobile Crime Protect Insurance **Policy** and are a summary outline of the benefits payable under the **Policy**. All benefits described are subject to the definitions, limitations, exclusions, and provisions of the **Policy** and the **Schedule of Benefits**.

An **Insured Person** may only be a member of one Plan

<b>INDIVIDUAL COVERAGE PLAN (MOBILE DEVICE / TAB / IPAD / LAPTOP COVERED)</b>	
<b>1. Robbery: Losses arising from the hacking of funds during mobile or online transactions; and/or payments made from the phone</b>	Maximum Benefit LKR 50,000 per Incident 2 Incidents per year
<b>2. Forced Withdrawal:</b>	Maximum Benefit LKR 50,000 per Incident 2 Incidents per year
<b>3. Document Replacement:</b>	Maximum Benefit LKR 5,000 1 incident per year
<b>4. Hospital Indemnity:</b>	LKR 20,000 per day Maximum 30 days per event
<b>5. Accidental Death as a result of Covered Incident whilst transacting funds with credit card or debit card or mobile phone:</b>	Maximum Benefit LKR 500,000
<b>6. Purse Snatching:</b>	Maximum Benefit LKR 50,000 per Incident 1 incident per year
<b>7. Sim Card Hacking and Deactivation due to loss of funds through mobile banking:</b>	Maximum Benefit LKR 20,000 per incident; 1 incident per year
<b>8. Near Field Communicator (NFC) – Contactless pay malfunction or hacking:</b>	Maximum Benefit LKR 20,000 per incident; 2 incidents per year

## Table of Contents

GENERAL PROVISIONS.....	5
ADMINISTRATION .....	6
BENEFIT AND COVERAGE DESCRIPTION.....	8
EXCLUSIONS AND LIMITATIONS .....	10
CLAIMS.....	11
DEFINITIONS .....	13

## GENERAL PROVISIONS

The Insurance Company hereinafter shall be referred to, sometimes collectively, as the “**Insurer**”, “**We**”, “**Us**”, or “**Our**”.

The declarations of the **Policyholder in the Application** serve as the basis for the **Policy**. If any information is incorrect or incomplete, or if any information has been omitted, the **Policy** may be rescinded, cancelled or modified.

Words in bold print in this **Policy** have special meaning as defined under the DEFINITIONS section of this **Policy**.

### Entire Policy and Changes

This **Policy**, **Schedule of Benefits**, the **Policyholder** Application, and any amendments or endorsements (if any) comprise the entire **Policy** between the parties.

No change may be made to this **Policy** unless it is approved by the **Insurer**. A change will be valid only if made by a Policy Endorsement signed by the **Insurer**, or an amendment of the **Policy** in its entirety issued by the **Insurer**.

### Right to Examine the Policy

The **Policyholder** can cancel this **Policy** within days of receiving it. If no claims have been made under the **Policy**, the **Insurer** will refund any premiums paid.

### Single Insured

Only the **Insured Person** listed on the **Registered Card** is covered under this **Policy**. Payment by the **Insurer** to the first named **Insured Person** for loss shall fully release the **Insurer** from its obligations on account of such loss.

# ADMINISTRATION

## Eligibility and Conditions of Coverage

### Application

It is the responsibility of the **Policyholder** to identify the Plan of coverage to which each **Insured Person** belongs prior to their effective date.

### Terms and Conditions

#### Premium Payment

All coverage under this **Policy** is subject to the timely payment of **Premium**, which must be made payable to the **Insurer**. Payment must be in the currency approved by the **Insurer**. The **Policy** and rates are continually subject to the terms in force at the time of each renewal date. All **Premiums** are payable before coverage under this **Policy** is provided.

To be eligible for benefits under the Policy, Insured Persons must be declared each calendar month to the Insurer and will be automatically added to the schedule of Insured Persons in the possession of the Insurer.

If the **Premium** due is not paid within the grace period, the **Insurer** will cancel the **Policy** as of the **Premium Payment Date** for which the grace period was in effect. All unpaid **Premium** through the date of termination is the obligation of the **Policyholder**.

If the **Insurer** receives written notice by the **Policyholder** of its intent to cancel the **Policy**, the **Insurer** will cancel the **Policy** on the later of:

- The date requested by the **Policyholder** but no more than 30 days from the date notice was received by the **Insurer**; or
- The date the **Insurer** receives the notice.

All unpaid **Premium** through the date of cancellation is the obligation of the **Policyholder** and any other **Premium** adjustments assessed as a result of cancellation.

#### Other Premium Changes

**Premium** changes due to either the termination of an **Insured Person** or the addition of a new **Insured Person** will occur automatically and will be charged from the date the change occurs.

Any such change will be prorated to the **Premium** payment period of the **Insured Person** and reflected on the **Policyholder's** next billing statement.

#### Alterations

The **Insurer** may modify benefits on a Group basis for this **Policy** at **Anniversary Date**. A copy of the current **Policy** terms will be available to the **Policyholder** at such time.

#### Compliance with the Policy Terms

**The Insurer's** liability under this **Policy** will be conditional upon each **Insured Person** complying with its terms and conditions.

#### Cancellation

The **Insurer** reserves the right to cancel any **Policy** as described below:

- This **Policy** will be canceled automatically upon nonpayment of the **Premium**, although the **Insurer** may at its discretion reinstate the coverage if the **Premium** is subsequently paid.
- If any **Premium** due from the **Policyholder** remains unpaid, the **Insurer** may in addition defer or cancel payment of all or any claims for losses incurred during the period the **Premium** remains unpaid.
- While the **Insurer** shall not cancel this **Policy** because of eligible claims made by any **Insured Person**, it may at any time terminate cover on an **Insured Person** or subject their coverage to different terms if the **Insured Person** has at any time:
  - Misled the **Insurer** by misstatement or concealment;
  - Knowingly claimed benefits for any purpose other than are provided for under this **Policy**;
  - Agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to the **Insurer's** detriment;
  - Failed to observe the terms and conditions of this **Policy**, or failed to act with utmost good faith.
- The **Insurer** retains the right to cancel, non-renew or modify a **Policy** on a Group basis as defined in this **Policy**, and the **Insurer** will offer the closest equivalent coverage possible to the **Insured Person**. No **Insured Person** shall be individually penalized by cancellation or modification of the **Policy** due solely to their own poor claim record.

If the **Policyholder** cancels the **Policy** after it has been issued, reinstated or renewed, the Insurer will not refund the unearned portion of the **Premium**.

#### Fraudulent/Unfounded Claims

If any claim under this **Policy** is in any respect fraudulent or unfounded, all benefits paid and / or payable in relation to that claim shall be forfeited and, if appropriate, recoverable.

#### Jurisdiction

This Policy is governed by and shall be construed in accordance with the laws of Sri Lanka and shall be subject to the exclusive jurisdiction of its courts, unless otherwise noted on the **Policy** schedule.

## BENEFIT AND COVERAGE DESCRIPTION

### 1. Robbery Benefit: Maximum Benefit as specified in the Schedule of Benefits

If during a **Covered Activity**, an **Insured Person** is robbed of their mobile phone or has their funds hacked whilst using their phone to pay for goods or services online and there is subsequent withdrawal of funds from their bank accounts and the stolen funds are not recovered within 48 hours of the **Robbery**, the **Insurer** will pay a benefit equal to the maximum limit stated in the **Schedule of Benefits**.

The stolen amount withdrawn via the Insured **Person's** personal mobile telephone will be payable provided the **Robbery** is reported to the police and the **Insured Person's** bank within 48 hours of its occurrence, and the following documentation is produced upon submission of a claim:

1. A copy of the police report;
2. The IMEI Number of the phone;
3. A fully completed claim form dated and signed by the **Insured Person**;
4. A copy of the bank receipt or bank statement showing the amount withdrawn, time and date; and
5. Confirmation from the financial institution records that the **Transaction** occurred at the time, date and stated location; or
6. In the case of a personal mobile phone **Robbery**, confirmation from the financial institution records that the transaction occurred at the time, date and stated location.

### 2. Forced Withdrawal: Benefit as specified in the Schedule of Benefits

First incident: 100% of actual loss or the daily withdrawal limits whichever is less. Must be a result of forced withdrawal as proved by a police report, CCTV footage, or other evidence acceptable to the **Insurer**.

### 3. Important Document Replacement Benefit: Maximum Benefit

Reimbursement of the actual cost of replacing identity documents including national identity card, driver's license, passport or travel document and the cost of an emergency Mobile Phone replacement, if required. Total benefit limit is not to exceed the total maximum benefit specified in the **Schedule of Benefits**.

### 4. Hospital Indemnity Benefit: Daily Maximum Amount as specified in the Schedule of Benefits.

If an **Insured** suffers an **Injury** that, within 30 days of the date of the **Robbery** that caused the **Injury**, requires him or her to be confined in a **Hospital** as an **Inpatient**, the **Insurer** will pay a benefit after 3 **Day(s) of Confinement** due to that Injury, retroactive to the first **Day of Confinement**.

The amount of the benefit is equal to 100% of the Daily Maximum Amount for the **Hospital Indemnity Benefit per Inpatient Day of Confinement** due to that **Injury**. The benefit is payable monthly up to the Maximum Number of Days for the **Hospital Indemnity Benefit** during any one period of confinement. Only one benefit is provided for any one **Day of Confinement**, regardless of the number of **Injuries** for which the confinement is required.

**5. Accidental Death result of Covered Incident: Maximum Amount specified in the Schedule of Benefits.**

If **Injury** to the **Insured** results in death within 90 days of the date of the **Robbery** that caused the **Injury**, the **Insurer** will pay 100% of the Maximum benefit specified in the **Schedule of Benefits**.

**6. Purse Snatching Maximum Benefit specified in the Schedule of Benefits**

If an **Insured Person** is a victim of purse snatching and within an hour of this purse snatching a Mobile Phone, tab or laptop contained within the purse is used to make other unauthorized covered transactions, the **Insurer** will pay a benefit not exceeding the amount specified in the **Schedule of Benefits**; or if the **Insured Person** is a victim of purse snatching as a result of physical assault, the **Insurer** will pay a benefit not exceeding the amount specified in the **Schedule of Benefits**.

**7. Sim Card Hacking and Deactivation due to loss of funds through mobile banking**

In the event an **Insured Person** suffers financial loss following a documented hacking or deactivation of their mobile phone **Sim Card**, this policy will pay the amount of the loss up to the maximum sum insured as indicated in the **Schedule of Benefits**. Such occurrence must be reported to both the Telecom Operator and the Bank within 48 hours of financial loss.

**8. Near Field Communicator (NFC) / Contactless Pay Malfunction or Hacking**

In the event an **Insured Person** suffers an unauthorized payment transaction whilst conducting a contactless pay (NFC) transaction, the **Insurer** will pay the amount of loss up to the maximum indicated in the **Schedule of Benefits**. Such occurrence must be reported to both Telecom provider and Bank within 48 hours of financial loss.

Aggregate per incident reimbursement is specified in the **Schedule of Benefits**.

**Territory**

This Policy provides coverage on worldwide basis, wherever the **Insured Person** may travel.



## Coverage period

This **Policy** applies to **Robbery** of the **Policyholder's Mobile Phone** and **Hacking or unauthorized use of a Mobile Phone** while the **Insured Person** is covered under this **Policy**.

## EXCLUSIONS AND LIMITATIONS

1. Suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted **Injury**;
2. Sickness, disease or infections of any kind; except bacterial infections due to an **Accidental** cut or wound, botulism or ptomaine poisoning directly caused by a **Robbery** as defined in this **Policy**;
3. The **Insured Person** 's commission of or attempt to commit a criminal act;
4. Declared or undeclared war, or any act of declared or undeclared war.

In addition to all other exclusions listed above benefits are not payable for any loss caused in whole or in part by, or resulting in whole or in part from:

1. Subsequent loss that arises out of the theft of a Registered Card, or from theft of captured information by any means from the Mobile Phone unless the card is obtained during the covered **Robbery**;
2. Loss caused by an officer or employee of the bank or financial institution;
3. Any incident giving rise to a loss or potential loss involving the **Insured Person** 's family members as perpetrators of the **Robbery** (for purposes of this exclusion, family members includes relatives as far removed as first cousins);
4. Any costs, charges or expenses incurred by the **Insured Person** or by any financial institution in establishing the existence of loss or potential loss provided under the **Policy** or as a party to any legal proceeding, whether or not such legal proceeding exposes the **Insured Person** to loss covered by this **Policy**;
5. **Mobile Phone** left unattended;
6. Any loss resulting from use of a **Mobile Phone** for any reason other than the loss of funds from a mobile phone that is stolen;
7. Loss resulting from the voluntary giving or surrendering of funds in any exchange or purchase;
8. Any loss resulting from the use of a **Mobile Phone** by anyone other than the **Insured Person**;
9. Damages of any type for which the **Insured Person** is legally liable, except compensatory damages, but not multiples thereof, arising directly from a loss covered under this **Policy**;
10. Indirect or consequential loss of any nature;
11. Loss that arises from a mysterious or unexplainable disappearance of cash;
12. Subsequent loss that arises out of the theft of any **Mobile Phone**;
13. Loss caused by an officer or employee of the **Policyholder**;
14. Any loss that occurs in a country that is sanctioned by the United Nations, United Kingdom, the European Union, or Guernsey.

## CLAIMS

### REPORT OF ROBBERY OR UNAUTHORISED MOBILE LOSS

The Customer shall report the **Incident** to their bank and telecom operator within 48 hours of the **Incident** and submit to the **Insurer** as soon as practicable, but no later than 5 days after **Loss**:

1. A completed claim form; and
2. A copy of a bank statement showing proof of fund loss from a mobile device; and
3. A telecom operator or electronic retailer statement (from where device was purchased and / or airtime managed) confirming that either funds stored on a mobile device were stolen and (if applicable) that the device itself was stolen; and
4. Confirmation of the IMEI mobile device registration number that is linked to the stolen or compromised device.
5. A copy of a police report form from local authorities that confirms exact location of robbery either for a forced purchase from a device or the actual stolen device or purse, bag or rucksack containing the mobile device.
6. If yes, a copy of the ATM Cash Withdrawal Receipt showing the fraudulent amount withdrawn and time, date and location of the ATM.

### OTHER INSURANCE

If there is any other valid and collectible insurance that would apply in the absence of this **Policy**, the insurance under this **Policy** shall apply only as excess insurance over such other insurance.

### RECOVERIES

Any recoveries, less the cost of obtaining such recovery, made after settlement of loss covered by this **Policy** will be distributed to the **Insured Person** until the **Insured Person** is reimbursed for any loss that the **Insured Person** sustains up to the Limit of Liability, and then to the **Insurer** until the **Insurer** is reimbursed for the settlement made.

### CANCELLATION

This **Policy** may be cancelled by the **Policyholder** by mailing to the **Insurer** written notice stating when thereafter the cancellation shall be effective. The **Insurer** may cancel this **Policy** by mailing to the **Policyholder**, at the address shown in this **Policy**, written notice stating when (not less than 30 days thereafter) such cancellation shall be effective. The mailing of the aforesaid notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the **Policy** period. Delivery of such written notice either by the **Policyholder** or by the **Insurer** shall be equivalent to mailing.

## ASSIGNMENT

Assignment of interest under this **Policy** shall not bind the **Insurer** until its consent is endorsed hereon.

## CLAIMS REPORTING

A completed electronic claim report must be submitted within 5 days to:

Claim Department  
Fairfirst Insurance Limited  
No. 278/4, Access Towers 2, Union Place, Colombo 02,  
Attention : Lahiru Perera (Manager – Non-Motor Claims)

Contact Details :-  
Mobile – 0773070386  
E-mail Address - lahiruse@fairfirst.lk

---

## NON-ACCUMULATION OF LIMIT OF INSURANCE

Regardless of the number of years this **Policy** remains in force or the number of **Premiums** paid, no limit of insurance accumulates from year to year or period to period.

## INTEREST COVERED

Benefits payable under this **Policy** will be payable in the name of the **Insured Person**. This **Policy** provides no rights to any Customer of the **Policyholder**.

## COMPLAINTS

If you have any questions or concerns about your contract of insurance or the handling of a claim, you should in the first instance, contact:

## DEFINITIONS

- a. **Anniversary Date:** The date which is 12 months from the first Policy Effective Date and which recurs annually thereafter.
- b. **Covered Activity (ies):** those activities set out in the **Policy** with respect to which **Insured Persons** are provided insurance under this **Policy**.
- c. **Cash Receipt:** any bank slip or other written communication from the bank indicating financial loss from unauthorized use of a mobile phone.
- d. **Criminal Assault:** any willful or unlawful use of force upon the **Insured Person:** (1) with the intent to cause bodily Injury to the **Insured Person**; and (2) that results in bodily harm to the **Insured Person**; and (3) that is a criminal act or a misdemeanor in the jurisdiction in which it occurs; and (4) that is documented by: (a) a police report within 48 consecutive hours from the time during which said incident occurred; (b) a fully completed dated and signed (by the relevant person) loss claim form; (c) a Bank or Telecom receipt confirming the time during which the incident or alleged incident giving rise to the claim occurred; and (d) a medical report (death certificate where appropriate).
- e. **Customer:** any person who has an account(s) with the **Policyholder** and owns a mobile phone device with a pre or post pay contract with a licensed mobile operator.
- f. **Hacking:** act of drawing funds from a mobile phone through cyber-crime.
- g. **Insured Person:** a person who is a member of an eligible Group of persons (1) as described in the Classification of Eligible Persons section of the Master Application; (2) for whom premium has been paid; and (3) while covered under this **Policy**.
- h. **Mobile Phone:** A mobile electronic or similar device which stores monetary value, receives remittances, or can access the financial accounts to make deposits or withdrawals without teller assistance using secured financial networks and technology.
- i. **NFC / Near Field Communicator:** Mobile Phone usage via contactless pay “activity”.
- j. **Policy:** the agreement between the **Insurer** and **Policyholder**. The **Policy** includes this document, the **Schedule of Benefits**, the application, and any amendments or endorsement modification made in accordance with the **Policy**.
- k. **Premium(s):** the consideration owed by the **Policyholder** to the **Insurer** in order to secure benefits for its eligible **Customers** under this **Policy**.
- l. **Premium Payment Date:** the recurring cycle specified in the application upon which the **Premium** for this **Policy** is due.

- m. **Policyholder:** a bank or other financial institution that: a) has submitted an application for coverage and is named as the **Policyholder** on the **Policy** Face Page of this **Policy**; and b) is providing a group insurance plan for its **Customers** under this **Policy**.
- n. **Purse:** a small pouch or a bag used for carrying money and/or personal mobile phone/**tab/ipad/laptop or similar mobile device**.
- o. **Remittance:** A financial transaction where funds are transferred from one person to another through electronic or similar platforms.
- p. **Remittance Redemption Facility:** A facility, bank, retail location or other physical structure with a cashier, teller or similar functionary which receives funds from one person and distributes the received funds to another person.
- q. **Registered Card:** a cash card, credit card, debit card or device used for similar purpose, registered in the territory which is covered by this **Policy** and for which a premium is paid which applies to the period during which the loss occurs.
- r. **Robbery:** unauthorized loss of funds from use of a mobile phone through cyber-crime. The **Robbery** definition also applies to the theft of the personal mobile phone itself.
- s. **Schedule of Benefits:** the **Schedule of Benefits** section of the Policy.
- t. **Single Loss:** all covered loss incurred by the **Insured Person** under the Policy resulting from any one act or series of related acts of **Robbery**.