



FAIRFIRST INSURANCE LIMITED.

(Company No. PB 5180)

No. 278/4, Access Towers 2, Union Place, Colombo 02,
Sri Lanka, Colombo 00200

E-mail: info@fairfirst.lk Website: www.fairfirst.lk

Mobile Screen Insurance Policy.

Whereas the Insured has by a proposal, which shall be the basis of this Policy has applied to Fairfirst Insurance Limited (hereinafter called the Company), for the insurance herein after contained, and has paid the premium specified in the Schedule, the Company agrees, subject to the following terms, conditions, exclusions, and limitations, to indemnify the Insured against such loss as is herein provided.

The liability of the Company in any one Policy Period shall in no case exceed the limit of liability as shown in the Schedule for any one loss.

Policy Document.

Please read this document carefully and make sure **you** understand fully what is covered and what is not covered, also ensuring **you** comply with all of the policy conditions as **a breach of a condition can invalidate your policy and may mean that any claims made will not be paid.**

If any of the details are incorrect please contact the **Company** immediately.

Please keep this document in a safe place in case **you** need to read it again or make a claim.

Policy Sections:

- A. Definitions
- B. Details of the Coverage and Coverage Specific Exclusions
- C. Details of the General Exclusions
- D. Basis of Loss Settlement
- E. General Conditions

A. Definitions

Accidental Damage

An sudden and unforeseen event that causes physical damage which is caused suddenly by an outside force and is not expected and not deliberate.

Age of Mobile Phone

Age of the Mobile Phone as on the day it is assessed, calculated from the invoice date.

Claims Analyst

A technical person or persons authorized by Us. He/She will evaluate the loss and determine how much we should be paying You.

Mobile Phones:

Branded Smart Phones, purchased as new, as evidenced by an original proof of purchase showing the details of the mobile phone, acceptable to the company as an insurable item, with replaceable Screens as described in the Policy Schedule.

Proof of Purchase

Proof of Purchase means the original purchase receipt provided at the point of sale that gives details of your mobile phone purchased as new or similar documents that provide proof that you own the mobile phone and that the mobile phone was within the age limit required at inception of this cover.

Accessories:

Accessories means hand portable ancillary items; carrying cases, battery chargers, hands-free and mounting kits, connection cables, and earpieces purchased at the same time as your mobile phone and evidenced on the same proof of purchase as your mobile phone.

IMEI Number

IMEI Number means the International Mobile Equipment Identity number which is the unique identification number that will be used to identify the mobile phone.

Policy / Policy Document

This Includes the Policy schedule, proposal form, policy endorsements, Policy wording containing terms and conditions.

Policy Period

It is the period from Risk Start date, which is 15 days after acceptance of the proposal, to Risk End date including both these days.

Policy Schedule

This includes the premium amount, insured Mobile Phone details, Policy Period, depreciation schedule, Deductible, Limit of liability along with the owner details.

Limit of Liability:

This is the maximum amount we can pay you for any one as mentioned in the Policy Schedule.

You / Your /Insured / Beneficiary

The legal & rightful owner / user / Insured / Beneficiary of any one, or all of the Mobile Phone mentioned in the policy, for which, Insurance cover is bought after payment of the premium.

We /Us / Our or Company

This means Fairfirst Insurance Ltd., with whom, Your mobile phone is insured.

B. Details of the Coverage and Specific Exclusions

This policy will cover damage / loss to the Screen of the Insured's Mobile Phone, arising on account of the following:

B.1. Accidental Damage:

Screen of the Mobile Phone is insured against any physical damage resulting from Accidental Damage subject to the definitions, limitations, exclusions, terms and conditions of this Policy.

B.2. Liquid Damage:

Screen of the Mobile Phone is insured against any loss or damage resulting from ingress of any type of liquid or water subject to the definitions, limitations, exclusions, terms and conditions of this Policy.

Specific Exclusions Applicable for this Cover (Cannot be waived):

1. Mobile Phone malfunctioning or deterioration in the screen of the Mobile Phone, touch sensitivity by unauthorized software/virus, software updates, software or firmware failures, costs of rectifying programming errors or design defects in software. minor adjustments, checking and maintenance will not be covered.
2. Loss or damage that is covered under manufacturers, Supplier or Dealer's Warranty or recall Campaign in the event of mass failure of the Mobile Phone.
3. Improper storage or transportation of the Mobile Phone.
4. Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and/or the agents of makers/manufacturers or use of the Mobile phone contrary to the directives of the makers/manufacturers and/or these agents, will not be covered.

C. What you are not covered for (General Exclusions)

1. Any Mobile Phone not specifically mentioned in the Policy Schedule.
2. Any claim where the original proof of purchase cannot be provided and where the Mobile Phone is older than 1 year at the time inception of this policy as evidenced by the relevant proof of purchase.
3. Any claim where the IMEI number cannot be determined from your Mobile Phone.
4. Deductible, if any, as applicable and mentioned in the Policy Schedule.
5. Any non-disclosure (partial or full)/fraudulent disclosure, misrepresentations of information/facts can make your claim invalid.
6. Any consequential loss or damage including but not limited to bodily injury/illness/harmful effect due to usage of/inability to use the Mobile Phone.
7. Loss or damage resulting out of misuse or abuse, unlawful act or illegal activities including criminal acts
8. Any claim caused due to contributory negligence.
9. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, tribal rising, military rising, insurrection, strike, riot, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
10. Any act of terrorism
For the purpose of this exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

11. Any loss or damage to the insured Screen of the Mobile Phone which exists prior to commencement of the Policy period.
12. Wear and tear i.e. gradual deterioration associated with normal use and age of the Mobile Phone, screen burn or related losses, cosmetic damages including but not limited to peeling of paint, minor scratches not affecting the functioning of the Mobile Phone.
13. Any claim resulting from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

D. Basis Of Loss Settlement

In the event of loss or damage to the Screen of your Mobile Phone stated in the Policy Schedule due to **"Accidental Damage" and / or "Liquid Damage"**, we will compensate you by paying the Realistic and Economical Cost of Replacement of the screen assessed by the Claims Analyst.

The liability of the Company in any one Policy Period shall in no case exceed the limit of liability as shown in the Schedule for any one loss.

E. General Conditions Conditions precedent/ during to the contract

1. Reasonable Care:

The Insured shall:

- a) Take all reasonable steps to safeguard the Insured item against any Covered Insured Event.
- b) Take all reasonable steps to prevent a claim from arising under this Policy.

2. Jurisdiction:

Any legal proceedings between **you** and **us** in connection with this contract will, therefore, only take place in the courts in Sri Lanka.

3. Policy Cancellation:

By Insurer: This Policy may be cancelled at any time by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro-rata portion of the Premium for the unexpired part of the Period of Insurance.

By Insured: You may cancel this insurance by giving Us at least 15 days written notice but only if no claim has been made till then. We shall refund premium for the unexpired Policy Period. Refund amount will be 2/3 of premium charged pro-rated for unexpired period of policy.

4. Subrogation

The Company may, at any time at its own expense, use all legal means in the name of the Insured for recovery of any loss of insured item and the Insured shall give all reasonable assistance for that purpose.

5. Contribution:

If at the time of any loss or damage there be any other insurance effected by or on behalf of the Insured covering any of the Property, the liability of the Company hereunder shall be limited to its rateable proportion of such loss or damage.

6. Dispute Resolution:

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) the matter will be referred to an Arbitrator appointed by the parties in accordance with the statutory provisions relating to Arbitration then in force and the making of an Award shall be a condition precedent to any right of action against the Company.

Claims:

We have a fast and easy claim process. Your Duties and Obligations after Occurrence of an Insured Event are as below.

1. Upon the happening of any event giving rise to a claim, **Call us on: +94 112 428 428** as soon as possible.
2. You must provide the following information when contacting us
 - a) Your name and identity card number.
 - b) Policy number,
 - c) A brief description of the accident and nature of the damage.
3. You shall not abandon the Screen of the Mobile Phone, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its representatives and appointees.
4. You shall allow the Company and its representatives and appointees to inspect the Screen of the Mobile Phone.