



## **FAIRFIRST INSURANCE LIMITED**

(Company No. PB 5180)

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# **Fairfirst Pet Insurance Policy**

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# Introduction

This is a Pet Insurance Policy which provides insurance cover for indigenous, cross bred or exotic dogs which are pets in Sri Lanka.

To ensure maximum protection and benefits from the Policy, please read the Policy carefully to ensure that you understand the terms and conditions and that this Policy meets your requirements. The base currency for this insurance is Sri Lankan Rupees (LKR). The Proposal/Declaration made by the Insured shall be the basis of the Contract. This Policy, the Policy Schedule, any Endorsements and Memoranda shall be read as one contract and any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear.

## Eligibility

The Insured Pet must:

1. be identified by one of the following methods
  - a) Micro chipped
  - b) Tattooing
  - c) Nose print
  - d) Coloured photographs
2. be residing regularly in the same premise as the Insured
3. be at least 8 weeks old and not more than 7 years old at the Policy Commencement Date of the first Period of Insurance
4. not be a working dog. Example: guide dog, hunting dog or attack dog
5. not be a dog used for breeding purposes

## Definitions

The following definitions apply to the Policy. When interpreting these Policy Terms and Conditions, references to the singular include the plural and vice versa, and to the masculine include the feminine and vice versa.

**1. Accident/Accidental**

Any event or occurrence which is unintended, sudden, fortuitous and unforeseen and occurs during the Period of Insurance.

**2. Accidental Death**

Death of the Insured Pet occurring as a direct result of an Accident and where death occurs within 45 days of the Accident.

**3. Accidental Injury**

Bodily injury to the Insured Pet arising from an Accident and where such bodily injury is directly caused by accidental, violent, external and visible means without any other contributing causes and where the injury is not self-inflicted whilst this Policy is in force.

**4. Act of God**

An overwhelming event caused exclusively by flood, earthquake, hurricane, typhoon and windstorm, whose effects could not be prevented by the exercise of reasonable care and foresight.

**5. Benefit Limit**

The total amount payable under the Policy for each Cover selected. This is the annual maximum amount, inclusive of any applicable sub-limits that the Company will pay within the Period of Insurance as shown on the Policy Schedule.

**6. Benefit Percentage**

The stated percentage for eligible Vet Expenses for which the Company will reimburse the Proposer, subject to any applicable Deductible and Benefit Limits.

**7. Condition**

Any Accidental Injury or manifestation of an Illness.

**a) Chronic Condition**

A condition that can be treated or managed but not cured.

**b) Congenital Condition**

An illness, disability or defect existing at or from an Insured Pet's birth.

**c) Hereditary Condition**

Any Condition that is proven, thought, or presumed by recognized Vet literature or experts to be inherited genetically.

**d) Pre-existing Condition**

Any Condition(s) or symptoms or signs of that Condition occurring or existing in any form prior to the Policy Commencement Date or during any applicable Waiting Period, including but not limited to:

- i) any cruciate ligament Condition
- ii) any Skin Condition
- iii) latent infectious Conditions that manifest within a known incubation period indicating clear evidence that the Condition had existed prior to the Policy Commencement Date;
- iv) any Condition in remission at the time of the insurance application
- v) any seasonal Condition
- vi) Conditions currently or previously being controlled by medication(s)

and whether or not diagnosed or treated by a Vet.

**e) Related Condition**

Condition that even though shows first signs or symptoms during the Period of Insurance (outside of the Waiting Period), is considered to be a Pre-existing Condition if it has the same clinical symptoms, diagnostic classification or results from the same disease process as a Pre-existing Condition regardless of the number of areas of the Insured Pet's body affected. Example: If the Insured Pet suffers from arthritis in its legs prior to the Policy Commencement Date or during the Waiting Period, all future occurrences of arthritis for example in the back or neck will be considered to be Related Conditions and will not be covered.

**f) Skin Condition**

Condition regardless of cause or origin presenting in or affecting the skin (as an organ) in any way whatsoever. For the purpose of this Policy, Skin Conditions are:

- i) deemed to include skin lumps
- ii) regarded as one Condition

**8. Deductible**

The first portion of any claim for which the Insured is liable.

**9. Illness**

Sickness or disease diagnosed by a Vet which is not included under Accidental Injury Cover.

**10. Insured/You/Your**

Owner of the pet named in the Policy Schedule.

**11. Insured Pet**

The pet named in the Policy Schedule.

**12. Fairfirst/We/Our/Us/Company**

Fairfirst Insurance Limited.

**13. Period of Insurance**

As stated in the Policy Schedule and each subsequent period for which the Policy is renewed.

**14. Policy**

The Policy and Schedule and any Memorandum or Endorsement attached or issued.

**15. Policy Commencement Date**

23hr59 on the date when Cover for the Insured Pet first started as shown on the Policy Schedule.

**16. Policy Expiry Date**

23hr59 on the date when Cover for the Insured Pet terminates and benefits cease as shown in the Policy Schedule.

**17. Policy Schedule/Schedule**

The typed sheet attached to this Policy providing details of the subject matter being insured.

**18. Proposal**

The signed proposal and declaration and any additional information supplied to the Company by or on behalf of the Insured.

**19. Territorial Limits**

Within one kilometer radius of the usual residence of the Insured in Sri Lanka

**20. Family members**

Your spouse, child/children and relatives who are residing permanently with you.

**21. Vet**

Veterinarian, veterinary specialist, animal hospital, animal clinic, or animal surgery, other than the Insured, licensed in and currently registered in Sri Lanka.

**22. Vet Expenses**

The reasonable, customary and essential expenses incurred and paid in respect of Treatment provided by a Vet during the Period of Insurance.

**23. Treatment**

Reasonable and customary examinations, consultations, hospitalization, surgery, x-rays, medication, diagnostic tests, nursing and other care and procedures provided by a Vet to relieve or cure a disease, Illness or Accidental Injury during the Period of Insurance.

**a) Elective Treatment**

Treatment or surgery that is beneficial to the Insured Pet but is not essential for the survival of the Insured Pet or does not form part of the Treatment for a Condition.

**24. Waiting Period**

A period starting from the Policy Commencement Date of the first Period of Insurance during which a Condition that occurs or shows symptoms or signs will be excluded from Cover unless otherwise stated on the Policy Schedule.

## **Illness Cover - Section I**

In the event that during the Period of Insurance Vet Expenses are incurred by the Insured for non-surgical and/or surgical Treatment of the Insured Pet as a result of Illness, the Company shall pay subject to the deductible per Incident, Waiting Period of 3 months from the Policy Commencement date and in accordance with the Table of Benefits under the Policy Schedule.

To qualify for cover under this Section of the Policy, the Insured Pet must have been over 8 weeks old and younger than 7 years of age when Cover first commenced.

## Exclusions to Section I

We will not pay any Vet Expenses attributable to or resulting from:

1. a Pre-existing Condition, a Related Condition, a Hereditary Condition, a Congenital Condition, a Skin Condition
2. a Condition arising within the applicable Waiting Period of 3 months from the Policy Commencement Date
3. an Illness caused by endoparasites (such as worms) or ectoparasites (such as ticks, fleas, skin mites)
4. an illness related to hip dysplasia
5. an illness related to rabies
6. treatment of infectious canine hepatitis (canine adenovirus), parvovirus, canine distemper, parainfluenza and all forms of kennel cough
7. any declared pandemic disease that causes widespread Illness affecting dogs
8. more than 1 incident of swallowing a foreign object that causes a blockage or obstruction requiring surgical or endoscopic removal per Period of Insurance
9. Dental Care: dental procedures; dental disease; gingivitis; Treatment of teeth fractures; teeth cleaning/scaling; orthodontics; cosmetic dental restoration; temporomandibular joint (TMJ) disease; enamel hypoplasia; teeth hygiene or appearance; removal of deciduous or fractured teeth or any oral disease unless a Vet determines to be needed due to Accidental Injury
10. any of the excluded matters listed under General Exclusions

## Accidental Death Cover - Section II

In the event that during the Period of Insurance death of the Insured Pet occurs as a direct result of an Accidental Injury or an Act of God and where death occurs within 45 days of the Accident, the Company will pay compensation in accordance with the Table of Benefits under the Policy Schedule.

## Accidental Injury Cover - Section III

In the event that during the Period of Insurance Vet Expenses are incurred by the Insured for Treatment of the Insured Pet up to the Benefit Limits arising from Accidental Injury or an Act of God subject to the Deductible per Incident in accordance with the Table of Benefits under the Policy Schedule shall be payable by the Company. A Waiting Period of 1 month shall apply.

To qualify for cover under this Section of the Policy, the Insured Pet must have been at least 8 weeks of age at the Policy Commencement Date and the Accidental Injury must:

1. be a direct consequence of at least one of the following:
  - a) motor vehicle incident
  - b) burn or electrocution
  - c) an allergic reaction to an insect bite other than tick or flea bites
  - d) an Act of God

or

2. result in:
  - e) a bone fracture
  - f) choking
  - g) snake bite toxicity
  - h) a traumatic or tendon injury
  - i) a bite wound or fight wound abscesses or
  - j) lacerations or abrasion of tissue, skin or mucous membrane due to external violence

### Exclusions to Section III

We will not pay any Vet Expenses attributable to or resulting from:

1. a Pre-existing Condition, a Related Condition or a Condition arising within the applicable Waiting Period of 1 month from the Policy Commencement Date
2. patella luxations (dislocating kneecap), elbow dysplasia, fractured teeth, toxicity (other than that resulting from a confirmed snake bite) and inter-vertebral disc disease (IVDD) under Accidental Injury Cover no matter how the Condition arises. These Conditions will only be covered under Section I – Illness Cover
3. damage to teeth and gums unless accompanied by Accidental Injury arising from the same Accident
4. any of the excluded matters listed under General Exclusions

## Third Party Liability Cover - *Section IV*

In the event that during the Period of Insurance the Insured becomes legally liable to pay compensation in respect of accidental bodily injury to any person and/or accidental loss or damage to property caused by the Insured Pet, the Company will provide indemnity in accordance with the Table of Benefits stated in the Policy Schedule.

We will also in respect of any claim to which indemnity under this Section applies pay for:

1. all legal costs and expenses recoverable from the Insured by any claimant
  2. all legal costs and expenses incurred by the Insured with our written consent
- subject to the Benefit Limits in accordance with the Table of Benefits under the Policy Schedule.

The territorial scope of cover provided by this Section shall be within one kilometer radius of the usual residence of the Insured in Sri Lanka

The indemnity provided by this Section 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.

Our maximum liability under this Section in respect of any one claim or series of claims arising out of one or more events shall be subject to the Deductible per Incident not exceeding the Benefit Limit stated in the Table of Benefits under the Policy Schedule.

## Exclusions to Section IV

We will not be liable in respect of:

1. bodily injury to any person being your Family members or at the time of sustaining such injury engaged in and under your service
2. damage to property belonging to or in the charge of or under the control of the Insured or Family members or of a person in the service of the Insured

## General Exclusions

These general exclusions apply to all Sections of the Policy.

Unless otherwise stated in the Policy, Vet Expenses and/or costs related to the following are not covered:

1. Outside the Territorial Limits: Any occurrence or illness developed or caused by any factor while the Insured Pet is outside one kilometer radius of the usual residence of the Insured in Sri Lanka .
2. Liability arising from any intentional or preventable act and Illness arising from any intentional, neglectful or preventable act.
3. Waiting Period: any Condition that occurs or recurs within the Waiting Period (refer to definition no. 24 on page 05) of 3 months from the Policy Commencement Date of the first Period of Insurance.
4. Day to Day Care:
  - a) regular, prescription or dietary pet food, vitamins, mineral supplements, whether recommended by a Vet or not
  - b) diagnostics associated with preventative Treatment, preventative procedures and Treatments (including, but not limited to, vaccinations, routine anal gland expression, gastropexy; flea/tick/worm control)
  - c) diagnosis of or Treatment for internal or external parasites
  - d) boarding, grooming and bathing of the Insured Pet(including medicated baths and shampoos)
  - e) accessories such as but not limited to pill poppers, cage hire, crates, bedding and collars
  - f) Conditions related to breeding or pregnancy
  - g) training, socialization, therapy and alternative therapies (including but not restricted to consultations and Treatments involving homeopathic remedies, acupuncture, laser therapy, chiropractic treatments and/or physiotherapy) whether recommended by a Vet or not; or
  - h) Treatment while the Insured Pet is used for commercial or occupational purposes including but not limited to racing, breeding, organized fighting, law enforcement, guarding or hunting.
5. Treatments & Conditions:
  - a) Treatment of or Conditions attributable to behavioral problems regardless of the cause (including but not limited to anxiety disorders, phobias or chemical imbalance)
  - b) Cell-replacement therapies, including but not limited to stem cell therapy. This exclusion does not include blood transfusions which are covered when medically necessary



- c) diseases preventable by vaccination
  - d) age related changes to the Insured Pet's eyes or ears
  - e) anal sacculitis or removal of anal glands
  - f) spaying or neutering
  - g) bone or joint conditions associated with hip dysplasia or any associated luxation or subluxation; elbow dysplasia; patellar luxation or subluxation; osteochondritis dissecans or any fracture, luxation or subluxation associated with aseptic necrosis of a femoral head
  - h) cervical vertebrae instability/wobbler syndrome
  - i) cruciate ligament or meniscal damage or rupture occurring during a Waiting Period of 12 calendar months from the Policy Commencement Date
  - j) A Condition where the diagnosis is inconclusive, but where the Treatment protocol is consistent with a Treatment protocol typically applied to an Accidental Injury or Illness which is not covered. (Example: Treatment for coughing where kennel cough is suspected but not diagnosed or excluded as a diagnosis)
  - k) Treatment for conditions excluded by the Policy and/or due to complications and/or adverse reactions arising from any Policy Exclusion
  - l) the provision of medication/s for the Insured Pet that covers a period of more than thirty days beyond the Policy Expiry Date.
  - m) Insured's decision to pursue a course of Treatment other than that which was recommended by a Vet unless specifically authorized by The Company prior to Treatment. (Example: ignoring a Vet's recommendation to remove an eye, which then results in extra costs associated with chronic eye issues); or
  - n) breeding or obstetrics or Treatment of Conditions arising as a result of breeding or obstetrics
6. Services and Procedures:
- a) ambulance fees, expenses not related to Vet services and non-essential hospitalization
  - b) house calls and out-of-hours Treatment unless the Vet believes an emergency consultation was necessary, in which case the Company's liability is limited to the amount that would have been payable had the Treatment been provided at a Vet practice during normal consultation hours
  - c) genetic/chromosome testing including procedures to determine the suitability or categorization of the Insured Pet for breeding or genealogical purposes; or
7. organ transplant surgery, artificial limbs, prosthetics, pacemakers and any associated expenses unless specifically authorized and agreed to by us in writing prior to any Treatment
8. Elective Procedures and Treatments:
- a) Elective Treatments including but not limited to nail clipping, tail docking, debarking, pre-anesthetic blood tests, declawing, dewclaw removal; ear cropping and nasal fold, skin fold, stenotic nares and soft palate resections
  - b) routine examinations
  - c) cosmetic procedures
  - d) desexing
  - e) cryptorchidism
  - f) hip and elbow scoring
9. Insured Pet not being Protected:
- a) a malicious act, deliberate injury or gross negligence caused by the Insured or anyone living with the Insured Pet; or
  - b) the Insured's failure to take all reasonable precautions to protect the Insured Pet from situations

that may result in injury or illness (Example: ingestion of hazardous substances) or from aggravating a treated Condition

10. Ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
11. Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, civil rebellion, revolution, insurrection, any act of terrorism, civil commotion assuming the proportions of or amounting to an uprising military, or usurped power.
12. Others:
  - a) diagnosis or treatment of any complication or progression of any Condition excluded by the Policy
  - b) any consequential loss, economic or otherwise, loss of enjoyment or other such loss not mentioned in the Policy; or
  - c) a Condition specifically excluded in the Policy

## General Conditions

The following conditions are applicable to all Sections of the Policy.

### 1. Duty of Disclosure

The Insured has a duty to disclose to us every matter known or could be reasonably expected to be known, relevant to our decision whether to accept the risk of the insurance and, if so, on what terms. Including but not limited to matters relating to the health of the Pet in question and the nature and extent of the insurance cover provided.

### 2. Policy Wordings

This Policy, the Schedule any Memorandum or Endorsement hereon and the Table of Benefits 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 Schedule or Memorandum or Endorsement or Table of Benefits as stated in the Policy Schedule shall bear such specific meaning wherever it may appear.

### 3. Observance of Terms

The due observance and fulfillment of the terms of this policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of the statement and answers in the Proposal shall be condition precedent to any liability of the Company to make any payment under this Policy.

### 4. Claims Procedure

Notice of any Third Party Liability, Accidental Death, Accident Injury, or Illness in respect of which a claim is to be made shall be given to the Company as soon as possible and within one month of the event giving rise to such a claim deliver to the Company a claim in writing. Veterinary certificate for death should be furnished including the cause of death. All other certificates, information and evidence required by the Company shall be furnished at the expense of the Insured and shall be in such form

and of such nature as the Company may prescribe. The Insured as often as required shall submit the Insured Pet to medical examination upon the request of the Company at its own expense in respect of any alleged Condition. The Company shall in case of death of the Insured Pet be entitled to have post-mortem examination at its own expense.

**5. Changes in Circumstances**

The Insured shall give notice to the Company of any change of Insured name or residence immediately after such change.

This Policy shall become void if the Insured Pet is found not to be meeting the Eligibility criteria at any time during the Period of Insurance or claim(s).

**6. Policy Renewal**

Before renewing this Policy the Insured shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the preceding Period of Insurance including notice of any disease, physical or mental defect or infirmity affecting the Insured Pet.

**7. Cancellation**

The Company may cancel this Policy by giving seven days' notice by registered letter to the Insured at the Insured's last known address and will return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force which amount the Insured has become liable to pay or the Insured may cancel this Policy by giving seven days' notice to the Company and shall be entitled to a return of the premium paid less the premium computed at the Company's Short Period Rates for the period the Policy has been in force which amount the Insured has become liable to pay. Provided always that in each event no claim has arisen prior to the cancellation and the Insured shall pay the premium due promptly.

**8. Arbitration**

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force. An award given in arbitration shall be a condition precedent to any right of action against the Company. Unless any such action or suit be commenced within six months of the making of an award the Company shall not be liable to make any payment in excess of the amount of the award.

**9. Other Insurance**

This Policy does not cover loss or damage which is insured under any other policy of insurance or any claim which but for the existence of this insurance would be recoverable under any other insurance policy, except for the excess of the amount recoverable from such other source.

**10. Jurisdiction**

This Policy shall be interpreted in accordance with the laws of Sri Lanka and subject to the jurisdiction of the courts of this country in the event of any dispute.