



## **FAIRFIRST INSURANCE LIMITED**

(Company No. PB5180)

Access Towers II (14th Floor), No. 278/4, Union Place, Colombo 02, Sri Lanka.

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<b>Insured</b>	-	<b>Peoples' Bank</b>
<b>Insured Person</b>	-	<b>Vanitha Wasana Credit Card Holders</b>
<b>Period of Cover</b>	-	<b>One Year</b>

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### **Part A - Surgical and Hospital Expenses Insurance Policy**

#### **Surgical and Hospital Expenses Insurance Policy**

Where as the insured named in the Schedule being desirous of insuring in the manner hereinafter mentioned with FAIRFIRST INSURANCE LIMITED (hereinafter called the company) the persons named in the Schedule as the Member Insured (hereinafter individually referred to as "Insured" whose Agent the Insured shall be deemed to be for the purpose of this policy) has by a Proposal and Declaration which together with any other statement in writing relating to this Insurance made by the Insured and/or Insured shall be the basis of this contract and be deemed to be incorporated herein, and as the Insured has paid to or agreed to pay to the Company the required premium as the consideration for this insurance, this policy witnessed that if during the period of insurance any Insured shall contract sickness, which is contracted and begins after this Policy has been in force for not less than thirty (30) days or sustain accidental bodily injury, after the policy has been in force, which injury or sickness shall necessitate Hospitalized medical and/or surgical treatment as hereinafter defined the Company will subject to the terms, limits, provisions, exceptions and conditions of or endorsed on this Policy pay to the Insured and indemnity in respect of any of the various expenses listed in the schedule, which are recommended and approved by a Consulting doctor (a person qualified by a degree in Western Medicine and duly licensed to practice within the Geographical limits of Sri Lanka) and are incurred within fifty-two (52) weeks after the date such injury is sustained or such sickness commences, but not more than the amounts stated in the Schedule.

## **1 Surgical and Hospitalization insurance policy – Exclusions**

The COMPANY is not liable to pay any expenses incur due to or directly related to following unless specifically stipulated in the schedule:

1. War and war like condition, Disease directly or Indirectly caused by or contributed to by nuclear Weapons/materials.
2. Circumcision and Vaginal membrane repairs.
3. Cosmetic or aesthetic treatment of any Description, Lasik Treatment for refractive error. Any form of plastic Surgery (unless necessary for the treatment Accidental Bodily Injury), Surgery to correct deviated septum and hypertrophied turbinate unless necessitated by an Accidental body injury.
4. General debility, treatment, or Surgery for change of life/gender, Hormone replacement therapy other than thyroxin and insulin.
5. Dental treatment or Surgery of any kind unless Injury to natural teeth because of an Accident requiring Hospitalized treatment.
6. The cost of spectacles and contact lenses.
7. Hearing aids, crutches, wheelchairs, artificial limbs, dentures, artificial teeth and all other external appliances, Prostheses and/or devices, medical equipment of any kind used at home as post Hospitalization care including cardiac phase makers and studies or Costs of donor screening or treatment.
8. Expenses incurred on Items for personal comfort like television, telephone, etc. incurred during Hospitalization and which have been specifically charged for in the Hospitalization bills issued by the Hospital /Nursing Home.
9. Congenital Internal and/or external illness/disease/defect. Genetic disorders and stem cell implantation / Surgery storage.
10. Ailments or complications due to Suicide attempts, self-inflicted injuries, use or abuse of any substance, drug or alcohol and treatment for de-addiction.
11. Venereal Disease or any sexually transmitted Disease or sickness, any condition directly or indirectly caused by or associated with Human Immunodeficiency Virus or Variant/Mutant Viruses and or any syndrome or conditions of a similar kind commonly referred to as AIDS.
12. Normal Child Births, Miscarriages and Pregnancy related ailments
13. Any Fertility, Sub Fertility treatment or assisted conception operation or sterilization procedure, birth control related treatment, treatment for sexual dysfunction and Voluntary Termination of Pregnancy.
14. Vaccinations or inoculations of any kind, Vitamins, tonics, nutritional supplements unless forming part of the treatment for Injury or Disease as certified by the attending Medical Practitioner.
15. Epilepsy, tension type headaches, Psychiatric mental or neuroses disorders, Psychological ailment / conditions, and sleep / snoring disorders.
16. Any treatment required arising from Insured's participation in any hazardous activity including but not limited to all forms of skiing, scuba diving, motor racing, parachuting, hang gliding, rock or mountain climbing etc. unless specifically agreed by the Insurer.
17. Non allopathic methods treatment, naturopathy, acupuncture, aromatherapy, treatment in health hydro, spas, nature care clinics. Treatments taken at any institution which is primarily

a rest home or convalescent facility, a place for custodial care, a facility for the aged or alcoholic or drug addicts even if the institution has been registered as a Hospital or nursing home.

18. OPD and ETU treatment and surgical intervention done under local anesthesia including wound toileting, suturing of lacerations or cuts and application of POP or casts.
19. Non-prescribed Drugs and medical supplies, screening tests, medical studies and health monitoring expenses incurred at Hospital or Nursing Home primarily for diagnosis. Diagnostics studies not consistent with or incidental to diagnosis and treatment of the positive existence or presence of any disease, illness or injury, irrespective of 24 hours Hospitalization without diagnosis of any Disease which does not require any follow up treatment covered under this policy. This would also include stay in a hospital without undertaking any treatment or where there is no active regular treatment by the Medical Practitioner, which ordinarily can be given without Hospitalization.
20. Treatment for obesity, weight reduction or weight management, issues of Appetite, and treatment for weight gain.
21. Any kind of Service charges, Surcharges levied by the hospital and treatment at institutes mentioned as unaccepted.
22. Skin care and treatment for skin diseases unless of allergic or cancer manifestation
23. Vision and hearing tests, diet , speech or language therapy medical condition medical Diagnostic, Medical and Surgical procedures, or treatments not directly relevant to the diagnosis.

## 2 Table of benefits

1	Limits of indemnity - Indoor	Plan
1.1	Hospitalization - any one event per individual	250,000
1.2	Hospitalization - any one period per individual	250,000
<b>2 Hospitalization in a paying ward of a Government Hospital or a Private Hospital</b>		
2.1	Maximum room charges per day.	15,000/- per day
2.2	Hospital & nursing home maintenance charges including admission fees.	
2.3	Hospital or nursing home maintenance, medical and operational expenses for special treatment and nursing provided on the recommendation of a consulting specialist and for the use of the operating theatre.	
2.4	Specialist services including deep therapy treatment, x-rays, radiological and radium examination and treatment, electrical treatment, and physiotherapy.	
2.5	Surgeon's & anaesthetist's fees, consultant's and specialist's fees.	
<b>3 Hospitalization in a non paying ward of a Government Hospital limit</b>		
3.1	Hospitalization in a non-paying ward of a government hospital maximum up to 10 days per event under indoor limit.	750/- per day
3.2	Expenses incurred on drugs purchased & tests scans and x-rays etc. Undergone whilst being in inpatient in a non-paying ward (treatment is not available in government hospital and payable under indoor limit).	7,500/-

<b>5</b>	<b>Other special benefits under indoor cover</b>	
5.1	Expenses incurred on ayurvedic treatment from following hospitals, - reimbursement basis only. 01 - Siddhalepa Hospital. 02 -Pilapitiya Ayurvedic Hospital 03 - Sugatha Rasayanagaraya – Horana 04 - Wickramaarachchi Ayurvedic Hospital. 05 - Any government Registered Ayurvedic Hospitals	
5.2	Cataract operations are covered under indoor limit.	
5.3	Medical expenses incurred by the newborn children on the first day confinement will be accommodated from the mother's entitlement. Newborn baby & children under one year cover.	
5.4	Cover for OPD surgeries (surgeries available with-out hospitalization) within indoor limit, done by a general surgeon -list for OPD surgeries - refer annexure 01.	
5.5	Expenses incurred due to tests are reimbursed limited to LKR 20,000/- under indoor limit on the recommendation of the doctor without being admitted to the hospital. (cashless facility is not available for such payments) - refer annexure 01 for list of tests.	
5.6	Hospitalization due to epidemic & pandemic diseases are covered.	
<b>6</b>	<b>Critical illness cover – Accountholder only</b>	
6.1	Surgical & hospitalization expenses incurred due to critical illness are covered under this policy on reimbursement basis only.	
6.2	Maximum room charges including I.C.U chargers	75,000/-
6.3	Hospital or nursing home maintenance including admission fees. Medical and operational expenses for special treatment and nursing provided on the recommendation of a consulting specialist and for the use of the operating theatre.	125,000/-
6.4	Surgeon's & anaesthetist's fees, consultant's and specialist's fees	50,000/-
6.5	Any one annual/event per member	250,000/-
6.6	Critical illnesses (24) are subject to terms and conditions. Definitions of the CIC is separately attached	
1. Cancer	13. Benign Brain Tumor	
2. Heart Attack (Myocardial Infarction)	14. Chronic Liver Disease	
3. Stroke	15. Chronic Lung Disease	
4. Coronary Artery (Bypass) Surgery	16. Coma	
5. Kidney Failure (End Stage Renal Disease)	17. Deafness (Loss of Hearing)	
6. Major Organ Transplantation	18. Fulminant Viral Hepatitis	
7. Paralysis	19. Motor Neurone Disease	
8. Blindness (Loss of Sight)	20. Loss of Speech	
9. Heart Valve Surgery	21. Major Burns	
10. Surgery For a Disease of The Aorta	22. Muscular Dystrophy	
11. Multiple Sclerosis	23. Primary Pulmonary Arterial Hypertension	
12. Apallic Syndrome	24. Angioplasty	

Please refer to the Annexure 1 for definitions.

### **3 Notes**

1. Geographical limits - Democratic Socialist Republic of Sri Lanka only.
2. Age limit -
  - adult - 18 to 70 years. ( maximum age of enrolment to the policy should be before 55 years )
3. Overage employees / dependents will be deleted from the system without prior notice at the time of policy processing
4. Waiting period - any medical expenses incurred or any claims made on illness or sickness. Contracted within this period will not be entertained for reimbursement, in respect of the following.
  - Illness/sickness - 30 days.
  - Accidents – immediate
  - CIC claims - 90 days
5. Cover changes / limit upgrades are not allowed in between the policy period.
6. Submit of claims for reimbursement should be done within 60 days period (by attaching the medical bills to the signed claim form) within the policy period, and after the policy expiration submit of claims for reimbursement should be done within 30 days period.
7. The applicable tax rates will be adjusted in accordance with changes implemented by the Sri Lankan government.
8. For reimbursement claims, all claim documents requires to be dated and the original bills must be provided.
9. Premium calculation method
  - Premium calculation system for inclusion on pro rata basis
  - Premium calculation system for deletion on pro rata basis
    - i. If there are any claims no refund will be allowed

### **4 ANNEXURE 01**

#### **4.1 List of surgeries covered**

1. I&D, (incision and drainage)
2. Removal of external cysts
3. Removal of callosities
4. Removal of keloids
5. Removal of warts
6. Removal of nails
7. Removal of ganglions
8. Removal of hematoma
9. Removal of lymphoma
10. Removal of skin tags
11. Removal of furuncles
12. Removal of lumps
13. Removal of abbeses
14. Removal of chelation
15. Any other surgery in outer surface of the skin
16. External manipulations of trauma
17. Application of pop
18. Suturing of lacerations
19. Hemorrhoids banding
20. Sclerotherapy/ laser treatment for varicose veins
21. Myringotomy and grommet
22. External surgeries of the eye
23. Removal of nasal polyps

#### 4.2 Cover under special investigations

1. MRI
2. C T scan
3. Endoscopy
4. Colonoscopy
5. Sigmoidoscopy
6. Bronchoscopy
7. Cystoscopy
8. Laparoscopy
9. Cover under special investigations
10. And all the investigations done with insertion of camera to the body

### 5 Conditions

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

#### 5.1 Notice

Written notice together with all relevant documental proof shall be given to the Company within one month of date of discharge in case of hospitalization. If the treatment was obtained as an outpatient. Written notice together with all relevant documental proof shall be given to the Company within three months of date of the occurrence of any injury or of the commencement of any sickness in respect of which a claim may be made. Non-compliance with this conation by the Insured, all benefits under this insurance shall be forbidden.

#### 5.2 Receipts

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same, signed by an authorized officer of the Company, shall have been given to the Insured.

#### 5.3 Change in Risk

The Insured shall give notice in writing to the Company of any change in his address, business or occupation, or the trade or occupation of any Insured, or of the effecting by the Insured of other Surgical and Hospital Expenses Insurance in respect of the insured covered by this Policy, and on tendering any premium for the renewal of this Policy shall give notice in writing to the Company of any sickness, diseases, physical, mental defect or infirmity which any Insured has become affected and of which the Insured has become aware since the payment of the preceding Premium.

#### 5.4 Reasonable Care

During the course of employment of the Insured by him, the Insured shall take all reasonable precautions against accidents or sicknesses and shall comply with all statutory obligations relating to such employment. The Insured shall take all reasonable precautions against accidents Sickneses.

## 5.5 Claims Procedure

All 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 to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury or sickness. The Company shall in the case of death of Insured be entitled to have a postmortem examination at its own expense. The Insured Person shall, as soon as possible after the occurrence of any injury or the commencement of any sickness, obtain and follow the advice of a duly qualified Medical Practitioner, and the Company shall not be liable for any consequences arising by reason of the Insured's failure to obtain and follow such advice and use such appliances or remedies as may be prescribed.

### Step 1: Notify Us

- a. Insured Person must inform Fairfirst Insurance Ltd in writing and provide the required documents within 60 days of your hospitalization.

### Step 2: Submit Required Documents

- a. You will need to provide the following simple documents:
  - i. A fully completed Claim Form.
  - ii. A copy of your completed hospital diagnosis card (which shows admission and discharge dates).
  - iii. A copy of your National Identity Card (NIC) or Driving License.
  - iv. A Police report, if the hospitalization was due to an accident that required one.

### Step 3: Claim Submission & Contact

- a. You can submit your documents to any Fairfirst branch or our Head Office. For inquiries, please call our hotline.

#### Contact Details:

Hospitalization/inquiries to Fairfirst: Hotline 011 2 428 428.

#### Claims submission methods

To submit online via Health e-Portal or via email to [medicalclaim@fairfirst.lk](mailto:medicalclaim@fairfirst.lk)

To submit physically, send the supporting documents at:

Fairfirst Insurance Limited  
Access Towers II (14th Floor),  
278/4,  
Union Place,  
Colombo 02.

## 5.6 Renewal

The Company shall not be bound to accept any renewal of this Policy or to send any notice of the renewal premium becoming due. The Policy shall not be renewable in respect of any Insured after the end of the period of Insurance during which such Insured attains the age sixty years (60).

#### 5.7 Cancellation

This Policy either in its entirety or in respect of any particular Insured may be cancelled by the Company at any time by registered letter sent to the Insured at his last known address, provided that such cancellation shall be without prejudice to the rights of the Insured in respect of prior loss consequent upon injury or sickness to any Insured, and provided that the Company return to the Insured the last premium paid by him either for the Policy in its entirety or for the particular Insured, whichever the case may be. By notice to the Company the Insured at any time may cancel this policy, in which case the Company will retain a proportionate premium on the customary short period rates for the time the Policy has been in force either in its entirety or in respect of the said Insured. Whichever the case may be. The refund of premium, on cancellation by either party is subject to no claim having been lodged on the Company by the Insured or the Insured during the period of insurance.

#### 5.8 Law and Dispute Resolution

This Agreement shall be governed by and construed in all respects in accordance with the substantive laws of Sri Lanka. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognize their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties through our Compliant Handling Procedure.

If parties do not reach such solution within a period of thirty (30) days of such dispute being raised by a party hereto, upon notice to the other party, such claim, question, or difference may be referred to the Insurance Ombudsman of Sri Lanka or may then be finally resolved through any Court of Competent Jurisdiction holden in Colombo.

#### 5.9 Observance of Terms and Conditions

The due observance and fulfillment of the Terms, Conditions and Endorsement of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### 5.10 Existing ailments

The Insured shall inform the Company of any Illness/Sicknesses that were in existence prior to commencement of this Policy. And the Company shall not be liable to settle any claims made on such ailments unless the Company has agreed and accepted in writing to cover same on an additional premium.

#### 5.11 Insurance with other Insurers

The Insured shall inform the Company of any other Medical Insurance cover which is in force during the term of this Policy.

#### 5.12 Law and Dispute Resolution

This Agreement shall be governed by and construed in all respects in accordance with the substantive laws of Sri Lanka. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognize their mutual interests,

attempt to reach a just and equitable solution satisfactory to both parties through our Compliant Handling Procedure.

If parties do not reach such solution within a period of thirty (30) days of such dispute being raised by a party hereto, upon notice to the other party, such claim, question, or difference may be referred to the Insurance Ombudsman of Sri Lanka or may then be finally resolved through any Court of Competent Jurisdiction holden in Colombo.

#### 5.13 Time limit for Liability

The company shall not be liable for any payment after the expiration of twelve months from the happening of the event unless the claim is the subject of pending action or arbitration.

#### 5.14 Forfeiture

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf or Insured to obtain any benefit under this Policy, or if the injury/illness be occasioned by the willful act or with connivance of the Insured and or Insured. Or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection or in case of arbitration taking place in pursuance of Condition 8 of this Policy within three months after the Arbitrator. Arbitrators or umpire shall have made their award, all benefits under his Policy shall be forfeited.

#### 5.15 Your grievances and concerns

We are dedicated to promptly resolving your claims to your utmost satisfaction. However, in the rare event that you are not content with our services, we want to ensure your concerns are addressed. Please contact us:

- In person: You can visit your nearest Fairfirst branch and speak with the Branch Manager. Alternatively, you may visit our Head Office and discuss your concerns with the Customer Complaints Officer.
- By mail: Send your complaint in writing to the following address: Customer Complaints Officer Fairfirst Insurance Limited Access Towers II (14th Floor), No. 278/4, Union Place, Colombo 02.
- By phone: You can reach our Customer Complaint Officer at +94 11 242 8282. Our phone lines are open daily from 8:30 a.m. to 5:00 p.m.

Please note that for customer care purposes, your calls may be recorded to better understand your needs and provide you with the best service.

#### 5.16 Personal Data Protection Clause

At Fairfirst Insurance Limited, we are committed to safeguarding the privacy of our customers, claimants, and third-party contacts. The personal information we collect may include contact details, financial and account information, credit references, medical or health data (with your consent where required), and any other information provided or obtained in connection with our relationship.

Your personal information may be used for the following purposes:

- Insurance administration, including communications, claims processing, and payment
- Assessment and decision-making regarding insurance terms and claim settlements
- Prevention, detection, and investigation of fraud, money laundering, and other crimes
- Establishment and defense of legal rights

- Compliance with legal and regulatory obligations
- Monitoring and recording of telephone calls for quality, training, and security
- Market research and analysis

For these purposes, your information may be shared with our group companies, insurance brokers, reinsurers, healthcare professionals, and service providers. If required by law, we may also disclose information to government authorities or other third parties. Personal details may be recorded in industry-wide claims registers to prevent fraud or validate claims history.

In the event of a sale or transfer of our business or its assets, your personal information may be shared with potential buyers as part of the process. Additionally, because we operate globally, your data may be transferred to countries with varying data protection laws. Rest assured, we will implement appropriate safeguards to ensure your information is protected and handled in compliance with applicable data protection regulations.

#### **Annexure 1 List of Critical Illnesses Covered Under This Policy**

Any ailment or illness which could be diagnosed under any of the critical illnesses listed below should be contracted only within the policy period.

##### **Conditions for Critical Illness benefits.**

1. Cover will be activated following a waiting period of ninety (90) days.
3. Our liability in respect of all claims admitted during the period of insurance shall not exceed the sum insured shown in the policy schedule.
4. Claims will be settled on a reimbursement basis only.

##### 1. Cancer

A disease manifested by the presence of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. The diagnoses must be evidenced by definite histology. The term cancer also included leukaemia and malignant disease of the lymphatic system such as Hodgkin's disease.

##### **Excluded are:**

Any CIN stage (cervical intraepithelial neoplasia); Any pre – malignant tumour; Any non-invasive cancer (cancer in situ); Prostate cancer stage 1 (T1a, 1b, 1c); All skin cancers including malignant melanoma stage IA (T1a N0 M0); Any malignant tumour in the presence of any Human Immunodeficiency Virus.

##### 2. Heart Attack (Myocardial Infarction)

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:

- a) a history of typical chest pain
- b) new characteristic electrocardiogram changes
- c) elevation of infarction specific enzymes, Troponins or other biochemical markers.

##### **Excluded are:**

Non-ST – Segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T; other acute Coronary Syndromes.

### 3. Stroke

Any cerebrovascular incident producing neurological sequelae lasting more than 24 hours and including infarction of brain tissue, haemorrhage, thrombosis and embolization from an extra cranial source. Evidence of neurological deficit for at least 3 months has to be produced.

**Excluded are:** Transient ischemic attacks (TIA); neurological symptoms due to migraine.

### 4. Coronary Artery (Bypass) Surgery

The actual undergoing more than 90% open chest surgery for the correction of two or more coronary arteries, which are narrowed or blocked, by coronary artery bypass graft (CABG). The surgery must have been proven to be necessary by means of coronary angiography.

**Excluded are:** Any other intra-arterial procedures; key-hole surgery.

### 5. Kidney Failure (End Stage Renal Disease)

End stage renal failure presented as chronic irreversible failure of both kidneys to function as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out.

### 6. Major Organ Transplantation

The actual undergoing of a transplantation as the recipient of a heart, lung, liver, pancreas, small bowel, kidney or bone marrow. Realisation of the transplantation has to be confirmed by a specialist.

### 7. Paralysis

Total and irreversible loss of use of two or more limbs though paralysis due to accident or sickness of the spinal cord. These conditions have to be medically documented by a specialist for at least 3 months.

**Excluded is:** Paralysis due to Guillain-Barre-Syndrome.

### 8. Blindness (Loss of Sight)

Total, permanent and irreversible loss of all sight in both eyes as a result of sickness or accident. Confirmed by an consultant eye specialist.

### 9. Heart Valve Surgery

Open heart valvuloplasty, valvulotomy or replacement of one or more heart valves. This includes surgery to the aortic, mitral, pulmonary or tricuspid valves due to stenosis or incompetence or a combination of these factors.

### 10. Surgery For a Disease of The Aorta

The actual undergoing of surgery for a chronic disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

### 11. Multiple Sclerosis

Unequivocal diagnosis of Multiple Sclerosis by a Consultant Neurologist holding such an appointment at an approved hospital. The insured must exhibit neurological abnormalities that have existed for a continuous period of at least 6 months or must have had at least two clinically documented episodes (each lasting at least 24 hours and occurring at least one month apart in different areas of the central nervous system). This must be evidenced by the typical symptoms of demyelization and impairment of motor and sensory functions as well as by typical MRI findings.

**12. Apallic Syndrome**

Universal necrosis of the brain cortex, with the brain stem remaining intact. The definite diagnosis must be confirmed by a Consultant Neurologist holding such an appointment at an approved hospital. The condition has to be medically documented for at least one month.

**13. Benign Brain Tumor**

Removal of a non-cancerous growth of tissue in the brain under general anesthesia leading to a permanent neurological defect or if inoperable also leading to a permanent neurological deficit. Specifically excluded are all cysts, granulomas, malformations in or of the arteries or veins of the brain, haematomas and tumors in the pituitary gland or spine.

**14. Chronic Liver Disease**

Chronic liver disease resulting in cirrhosis and evidenced by all of the following criteria:

- permanent jaundice
- ascites
- encephalopathy
- Portal hypertension

Liver disease secondary to alcohol or drug misuse is excluded.

**15. Chronic Lung Disease**

Permanent impairment of respiratory function as manifested by both:

Persistent reduction in vital capacity to less than 50% of predicated and/or a persistent reduction in respiratory volume per second (Tiffeneau respiratory test) to less than 50% of predicted.

Persistent reduction in arterial oxygen tension (PaO<sub>2</sub>) below 60mm Hg and increase in arterial carbon dioxide tension (PaCO<sub>2</sub>) above 50mm Hg.

**16. Coma**

A state of unconsciousness with no reaction or response to external stimuli or internal needs persisting continuously with the use of life support systems for a period of at least 96 hours and resulting in permanent neurological deficit. Coma secondary to alcohol or drug misuse is not covered.

**17. Deafness (Loss of Hearing)**

Total and irreversible loss of hearing in both ears as a result of sickness or accident. The diagnosis has to be confirmed by an ear, nose and throat specialist (ENT Specialist) and evidenced by means of audiology.

## 18. Fulminant Viral Hepatitis

Submassive to massive necrosis of the liver caused by Hepatitis leading precipitously to liver failure. The diagnostic criteria to be met are:

- a) a rapidly decreasing liver size
- b) necrosis involving entire lobules, leaving only a collapsed reticular framework (proved by histological finding)
- c) rapidly degenerating liver function tests.
- d) Deepening jaundice.

Hepatitis B carriership or infection alone is not a condition which constitutes a liability of the company.

## 19. Motor Neurone Disease

Confirmation of definite diagnosis of Motor Neurone Disease (e.g. amyotrophic lateral sclerosis, primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, pseudo bulbar palsy) by a consultant neurologist holding such an appointment at an approved hospital. The disease must result in a permanent inability to perform independently three or more activities of daily living – bathing, dressing/undressing, getting to and using the toilet, transferring from bed to chair or chair to bed, continence, eating/drinking and taking medication – must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least 3 months.

## 20. Loss of Speech

Total and irreversible loss of the ability to speak due to injury or disease of the vocal cords. The condition has to be medically documented for at least 6 months.

## 21. Major Burns

Third degree burns covering at least 20% of the surface area of the Insured's body.

## 22. Muscular Dystrophy

Confirmation of definite diagnosis of either Duchenne, Becker or Limb Girdle Muscular Dystrophy (all other types of Muscular Dystrophy are excluded) by a consultant neurologist holding such an appointment at an approved hospital. The diagnosis must be supported by muscle biopsy and CPK estimations and the disease must result in a permanent inability to perform independently three or more activities of daily living – bathing, dressing/undressing, getting to and using the toilet, transferring from bed to chair or chair to bed, continence, eating/drinking and taking medication – or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least 3 months.

## 23. Primary Pulmonary Arterial Hypertension

An increase in the blood pressure in the pulmonary arteries, caused by either an increase in pulmonary capillary pressure, increased pulmonary blood flow or increased pulmonary vascular resistance. The diagnosis has to be proved by cardiac catheterization showing a mean pulmonary

artery pressure of at least 20 mm Hg Right ventricular hypertrophy, dilatation and signs of right heart failure have to be documented for at least 3 months.

**24. Angioplasty**

The actual undergoing of balloon dilatation (Percutaneous Transluminal Coronary Angioplasty) to correct the narrowing or blockage of one or more coronary arteries when the Insured has ischemic heart disease. Any claim must be evidenced by a coronary angiography showing at least 70% obstruction of one or more coronary arteries and by an interventional cardiologist's report.

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## **Part B - Personal Accident Insurance Policy**

### **PERSONAL ACCIDENT INSURANCE POLICY**

As the Insured by a proposal or by giving information which shall be the basis of the contract be held as incorporated herein has applied to Fairfirst Insurance Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay the required Premium as consideration for such insurance, this policy witnesses that if during the period of insurance the Event described herein shall happen to the Insured person and the Insured Person shall within one year of the happening of the Event thereby suffers any of the Results described herein then the Company will subject to the Terms, Exceptions, Conditions and Limits contained herein or endorsed hereon pay to the Insured or his legal personal representatives the Compensation specified in the schedule for such Result.

#### **1 Scope of cover :**

Death (Accidental Only) – LKR 1,000,000.00

Permanent Total Disability (Accidental Only) - As per the benefit table attached below

Permanent Partial Disability (Accidental Only) - As per the benefit table attached below

#### **2 Additional Covers :**

Motor Cycling

#### **3 Age Limit :**

18 to 70 Years

#### **4 Definitions**

**Event** means bodily injury caused solely by violent, accidental, external and visible means, which injury shall independently of any other cause be the sole cause of any of the Results.

**Insured Person** means a person described in the Schedule as an Insured Person.

**Remuneration** means the total remuneration paid by the Insured to the Insured Person during the twelve months immediately preceding the happening of the Event, or the annual rate of the basic guaranteed wage or salary at the time of the happening of the Event, whichever is the greater.

**Weekly Remuneration** means Remuneration as defined above divided by fifty-two.

#### **5 Exceptions**

This Insurance shall not apply to any Event consequent upon :

##### **5.1.**

- a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not),

- b) civil war, mutiny, military rising, insurrection, rebellion, revolution, conspiracy, 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,
- c) strike, riot, civil commotion
- d) any act of terrorism. 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 section of the public , in fear.
- e) action taken by any member of the armed or police forces whilst attempting to quell any such aforementioned acts, or whilst attempting to arrest or apprehend an Insured Person in connection with their direct or indirect participation or involvement in any such aforementioned acts.

Whenever the Company disclaims liability under this Exception the burden of proving that the Event complained of was not occasioned or did not result from any excepted Event shall be on the person claiming benefit under this Policy,

- 5.2. suicide , any attempt threat or intentional self-injury,
- 5.3. flying , except as a passenger ( other than as a member of the crew or a technician), in a licensed passenger carrying aircraft.
- 5.4. when the Insured Person engaging in or taking part in any kind of race other than on foot, professional sports or in any adventure sport or pastime.
- 5.5. the Insured Person being affected (temporarily or otherwise) by alcohol or drug,
- 5.6. pregnancy or childbirth or pre-existing physical or mental defect or infirmity.
- 5.7. the use, existence or escape of nuclear weapon material, ionizing radiation, from the contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

## 6 Conditions

### 6.1. Interpretation

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

### 6.2. Changes

The Insured shall give immediate written notice to the Company of any change in the insured person (s)'s occupation, and shall pay any additional premium that may be required by the Company, and before each renewal of this insurance shall give written notice to the Company of any injury, disease, physical or mental defect or infirmity with which the Insured Person has been or is affected.

### 6.3. Claims procedure

Written notice shall be given to the Company as soon as possible but in any case within three calendar months of the happening of any Event.

All certificates, and information and evidence required by the Company shall be furnished at the expense of the Insured or any claimant hereunder, and shall be in such form and of such nature as the Company shall prescribe.

The Insured Person shall as often as required submit to medical examination on behalf of the Company at the expense of the Company in connection with any claim.

The Company shall in the case of the death of the Insured Person be entitled to have a postmortem examination at its own expense.

**6.4. Reasonable care**

On the happening of any Event for which Compensation is or may be payable under this Policy the Insured or Insured Person shall employ the service of a registered medical practitioner, and the Insured Person shall undergo any treatment such practitioner, shall deem necessary.

**6.5. Fraud**

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device shall be used to obtain the compensation under this policy the Company shall not be liable in respect of such claim.

**6.6. Policy not assignable**

This policy is not assignable and the Company shall not be affected by any notice of any trust, charge or lien assignment or other dealing with this Policy, and the receipt of the Insured or of his legal personal representatives shall in all cases effectually discharge the Company.

**6.7. Renewal**

This Policy is renewable from year to year by mutual MOU between the Insured and the Company but in any case will be subject to revision at the end of the Period of Insurance during which the Insured Person attains sixty five years of age.

**6.8. Cancellation**

The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at its last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance. The Policy, may be canceled by the Insured (provided no claim has arisen during the current Period of Insurance) on seven days notice and shall be entitled to return of the premium less premium at the Company's short period rate for the time the Policy has been in force.

**6.9. Adjustment of premium**

If the Premium for this Policy has been calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto, and shall at all times allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Company such particulars and information as the Company may require. The Premium for such period shall thereupon be adjusted and the difference paid by or to the Insured as the case may be.

#### 6.10. Dispute Resolution

In the event of any dispute, claim, question, or this MOU arising from or relating to this MOU or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If parties do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences may be referred to insurance ombudsman.

Further, Company may also refer any dispute arising from this contract to an Arbitrator, with the consent of the Policyholder, in accordance with the statutory provisions relating to Arbitration.

#### 6.11. Observance of terms and conditions

The due observance and fulfillment of the Terms, Conditions and Endorsements of this Policy by the Insured or by any Claimant under this Policy in so far as they relate to anything to be done or complied with by the Insured or by any claimant under this Policy, and the truth of the statements and answers in the said Proposal or information, shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### 7 TABLE OF BENEFITS.

	<b>RESULT</b>	<b>COMPENSATION Percentage of Capital Sum Per Insured Person (%)</b>
A	Accidental Death	100
B	Permanent Disablement	
1	Total and Permanent Disablement	100
2	Any other Accidental Injury causing Your total paralysis or causing You to be permanently bedridden	100
3	A. Loss of sight of one or both eyes	100
	B. Loss of sight except for perception of light of one eye, each	50
	C. Irreplaceable Loss of lens of one eye, each	50
4	Loss of one or two Limb(s)	100
5	Loss of one Limb and Loss of sight of one eye	100
6	A. Loss of four fingers and thumb of one hand	50
	B. Loss of four fingers of one hand	40
	C. Loss of thumb - both phalanges	25
	- one phalanx only	10
	D. Loss of index finger - three phalanges	15
	- two phalanges only	8
	- one phalanx only	4
	E. Loss of middle finger - three phalanges	10
	- two phalanges only	4
	- one phalanx only	2

	F. Loss of ring finger - three phalanges - two phalanges only	10 4
	- one phalanx only	2
	G. Loss of little finger - three phalanges - two phalanges only	7 3
	- one phalanx only	2
7	A. Loss of all toes of one foot  B. Loss of great toe - one or two phalanges  C. Loss of toes other than the great toe, if more than one toe is lost, each	17 5 3
8	Loss of hearing (excluding Noise-Induced Deafness)  A. Both ears  B. One ear only	75 15
9	Loss of Speech	50

## 8 Limits

The aggregate of all percentages payable in respect of any one Event for any one Insured Person shall not exceed 100% of the capital sum. When 100% paid in one or more Events, all insurance here under shall cease to be in force. All other losses smaller than 100% for each Event shall reduce the coverage by that amount from the date of the Event until the expiration of the Policy.

Compensation payable under A or B shall not exceed the Capital Sum Insured.

The maximum aggregate liability of the Company in respect of all insured persons described in the Schedule traveling in one aircraft or surface transport vehicle or vessel shall not exceed the Conveyance Limit described in the Schedule or the aggregate of the amount of Compensation payable in respect of such Insured Persons, whichever shall be the less.