FAIRFIRST INSURANCE LIMITED
(Company No. PB5180)
Access Towers II (14th Floor),
No. 278/4, Union Place, Colombo 02, Sri Lanka
Tel: 011-2428428 | Fax: 011-2438438 |
Email: info@fairfirst.lk | Website: www.fairfirst.lk

Insurance Product Information Document (IPID)

Product Liability insurance Policy

This document provides a concise summary of your insurance policy. For full details, please refer to the complete Policy Document and Schedule. In the event of any conflict, the Policy Document shall prevail.

1. Type of Insurance Cover

The Product Liability Insurance Policy is a liability policy designed to protect you against legal liability for bodily injury or property damage caused by the nature, condition, or quality of products you manufacture, sell, supply, or distribute in connection with your business.

2. Key Benefits (What is Covered)

This policy covers your legal liability arising from:

2.1 Bodily Injury

- Death, physical injury, sickness, or disease of a third party caused by your product.

2.2 Property Damage

- Physical damage to tangible property belonging to a third party is caused by your product.

2.3 Legal Costs and Expenses

- Costs incurred with prior written consent for defending claims.

3. Key Exclusions (What is NOT Covered)

This policy does **not** cover liability for:

3.1 Employee Injuries – Any injury sustained by an employee while working for you.

3.2 Property in Your Possession – Damage to property you own, rent, lease, or have in your custody (including employee vehicles).

3.3 Legal Violations – Claims related to libel, slander, copyright, patents, trademarks, or design infringements.

3.4 Contractual Liabilities – Any responsibilities you take on only because of a special contract or agreement, unless you would have been legally liable even without that contract.

3.5 Fines & Penalties – Any fines, penalties, or punitive damages.

3.6 Unfavorable Sales Terms – Products sold, repaired, or altered under terms less favorable than standard legal protections.

3.7 Limited Recovery Rights – Products obtained under terms preventing legal action against the supplier.

3.8 Pollution – Any claims related to pollution of any kind.

3.9 USA & Canada Restrictions – Products sold, supplied, or serviced by your subsidiaries in the USA or Canada.

3.10 Product Failure – If a product simply doesn't perform as intended.

3.11 Product Recalls & Guarantees – Costs related to recalls, defects, or product integrity issues.

3.12 Aircraft Components – Products used in aircraft or their machinery.

3.13 Pre-Existing Issues – Claims arising from incidents that occurred before your policy's retroactive date.

3.14 Intentional Violations – Deliberate non-compliance with laws or regulations.

3.15 Watercraft & Aircraft Use – Products used in boats, planes, or similar vehicles.

3.16 Defective Product Fixes – Costs to repair, modify, or replace a defective product.

3.17 Nuclear Risks – Claims related to radiation, nuclear fuel, or nuclear explosions.

3.18 War & Government Actions – Any loss caused by war, rebellion, or government seizure of property.

3.19 Asbestos-Related Claims – Any liability linked to asbestos exposure.

3.20 Past Claims – Any claims made before your policy started or before the retroactive date.

3.21 Other Insurance Coverage – Liabilities covered under another insurance policy.

Only the key exclusions are outlined above. Please refer to the policy wording for the full list of exclusions.

4. The Mode of Payment of Premium

Your premium is paid as a **single payment** for the entire policy period, which is one year.

5. Obligation of the policy holder, when a claim is made

Step 1 : Report Immediately – Notify us in writing within 7 days with incident details and supporting documents.
Step 2 : Do Not Admit Fault – Avoid admitting liability or making settlements without our approval.
Step 3 : Cooperate – Provide requested information; we may handle the investigation and defense.
Step 4 : Recovery from Third Parties – If we pay a claim, we may recover costs; you must assist.
Step 5 : No Fraud – Fraudulent claims or withholding key info will void your policy.

6. Complaints and Grievance Handling

Step 1 – Contact Fairfirst Insurance:
☎ +94 11242 8282 (8:30 a.m. to 5:00 p.m.)
✉ info@fairfirst.lk
You may escalate concerns to Fairfirst's Risk & Compliance team.

Step 2 – External Escalation (if unresolved):

- Insurance Regulatory Commission of Sri Lanka (IRCSL)
  ☎ +94 11 2335167 | ✉ info@ircsl.gov.lk | www.ircsl.gov.lk
- Insurance Ombudsman
  ☎ +94 11 2505542 / +94 11 2505041 |

info@insuranceombudsman.lk | www.insuranceombudsman.lk

7. Contact Us for More Information

Fairfirst Insurance Limited
Access Towers II (14th Floor), No. 278/4, Union Place, Colombo 02, Sri Lanka
011-2428428 | info@fairfirst.lk | www.fairfirst.lk

For claims-related inquiries, please reach out to us:

Email: nonmotorclaimsteam@fairfirst.lk
Phone: +94 11 2428618

8. Any Other Information

8.1 **Interpretation: -**Any specific terms in your policy will have the same meaning wherever they appear.

8.2 **Taking Reasonable Care** – You must take precautions to prevent injuries, property damage, or selling defective products and follow the laws and regulations.

8.3 **Policy Changes** – You must inform the company immediately of any changes that could affect your risk. Coverage for such changes is only valid once the company agrees in writing.

8.4 **Potential Claims** – If you become aware of a situation that could lead to a claim, you must notify the company in writing.

8.5 **Subrogation (Right to Recover Costs)** – If the company pays a claim, we may recover that cost from a responsible third party. You must assist in this process. We will not seek recovery from your employees unless fraud or dishonesty is involved.

8.6 **Policy Cancellation**:-

- **By the company** – 30 days' notice, with a refund for the unused period.
- **By you** – 7 days' notice (if no claims have been made), with a refund based on a short-term rate.

8.7 **Premium Adjustments**:- If your premium is based on estimates, you must provide final details within one month after the policy period, and the premium may be adjusted accordingly.

8.8 **Other Insurance**:- If another policy also covers a claim, this policy will only contribute its fair share.

8.9 **Compliance Requirement**:- You must follow all policy terms for coverage to apply.

8.10 **Governing Law**:- This policy is governed by **Sri Lankan law**.

Important Note:

The IPID is intended to provide a summary of the main cover and additional covers, if applicable and key features of the policy and is not personalized to your specific individual needs. Complete pre-contractual and contractual terms on the full and personalized information, and exclusions of the product are provided in your policy document, The IPID shall not form a part of the policy/contract. Therefore, in case of any conflict, the terms and conditions mentioned in the policy document shall prevail.