



**FAIRFIRST INSURANCE LIMITED**  
(Company No. PB5180)  
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## Insurance Product Information Document (IPID)

### Freight Forwarder's 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 **Freight Forwarder's Liability Insurance Policy** is an insurance package designed to protect your business (as a Freight Forwarder, Shipping Agent, Transport Operator, etc.) against legal claims arising from your professional services.

#### 2. Key Benefits (What is Covered - *depending on the sections you choose*)

This policy provides a package of liability covers up to the limits shown in your **Policy Schedule**.

- 2.1 **Loss of or Damage to Customer's Cargo (Section 1):** Covers your legal liability when goods under your care, custody, or control are lost or damaged.
- 2.2 **Professional Liability (Errors & Omissions - Section 2):** Covers your financial liability for errors made when carrying out services in your professional capacity, such as misdirection of goods, clerical errors, or failure to follow a client's specific instructions.
- 2.3 **Injury to the Public (Third Party Liability - Section 3):** Covers your legal liability for accidentally causing bodily injury or death to a third party, or damage to their property (other than the cargo you are handling).
- 2.4 **Unintentional Fines & Duties (Section 4):** Covers your liability for fines or customs duties imposed on you due to an unintentional breach of regulations related to the import/export of cargo.

**Key Feature: This is a "Claims Made" Policy.** This means the policy only covers claims that are **first made against you and reported to us during the policy period**. (the Retroactive date is essentially the inception date of the policy and the date of the incident should be after the Retroactive Date).

#### 3. Key Exclusions (What is NOT Covered)

- 3.1 **Fraudulent or Dishonest Acts:** Any claims arising from the dishonest,

- fraudulent, or criminal acts of your company's partners or directors.
- 3.2 **Owned Property & Vehicles:** The policy does not cover damage to your own / hired / leased property, vehicles, or equipment (e.g., your own trucks, warehouses, containers).
  - 3.3 **Contractual Penalties:** Does not cover penalties you agreed to in a contract for delays or non-performance.
  - 3.4 **Known Issues:** Any claim you knew about or could have reasonably expected before the policy started.
  - 3.5 **Standard Exclusions:** War, strikes, nuclear risks, pollution, and asbestos-related claims.
  - 3.6 **Illegal Trade:** Any liability related to the handling or carriage of illegal goods or contraband.

#### 4. The mode of Payment of Premium

You must pay the full annual insurance premium at inception.

#### 5. Obligations of the policyholder in disclosing material facts

It is the obligation of the insured, its agent or insurance broker to disclose all material information fully and frankly to the insurer at the time of obtaining the quotations and getting into the insurance contract and also during the policy period.

#### 6. Obligations of the policyholder when a claim is made and Procedure to be followed

When you become aware of a claim or a situation that might lead to a claim, you must:

**Step 1 : Minimize loss**

Take all reasonable steps to minimize any further loss.

**Step 2 : Immediate Written Notification**

You must give us the written notice of any claim made against you, or any event that could lead to a claim, when you first becoming aware of it. Prompt reporting is essential under this "Claims Made" policy and essentially, **within 30 days** from the date you first becoming aware of such incident.

**Do not admit liability**, make any offers, or promise any payment to anyone without our prior written consent. Admitting fault without our consent could jeopardize your cover.

Cooperate fully with us and any lawyers or surveyors we appoint to handle the claim.

**Step 3 : Provide Full Details**

Submit a completed claim form and provide all relevant documents and information related to the claim or incident.

**Step 4 : Follow Our Lead**

Allow us to take control of the investigation, defence, and settlement of the claim.

**Contact Us:**

**Email:** [nonmotorclaimsteam@fairfirst.lk](mailto:nonmotorclaimsteam@fairfirst.lk)

**Phone:** +94 11 2428618

#### 7. Complaints and Grievance Handling

**Step 1 – Contact Fairfirst Insurance:**

☎ +94 11242 8282 (8:30 a.m. to 5:00 p.m.)

✉ [info@fairfirst.lk](mailto: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](mailto:info@ircsl.gov.lk) | [www.ircsl.gov.lk](http://www.ircsl.gov.lk)
- Insurance Ombudsman  
☎ +94 11 2505542 / +94 11 2505041 | ✉ [info@insuranceombudsman.lk](mailto:info@insuranceombudsman.lk) | [www.insuranceombudsman.lk](http://www.insuranceombudsman.lk)

### 8. Contact Us for More Information

#### Fairfirst Insurance Limited

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

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### 9. Any other information

- 9.1 **"Claims Made" Basis:** This policy only covers claims that are first made against you and reported to us **during the policy period**. It is crucial to report any potential issue to us immediately, even if a formal claim has not yet been filed.
- 9.2 **Retroactive Date:** The policy will not cover services you provided before the Retroactive Date shown in your schedule. The Retroactive date is essentially the inception date of the policy.
- 9.3 **Trading Conditions:** You must take all reasonable steps to ensure your business contracts are based on the standard trading conditions you have declared to us.

**Note:** "This 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 part of the policy/contract. Therefore, in case of any conflict the terms and conditions mentioned in the policy document shall prevail."