



Motor Third Party Policy

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We would like to make sure You are aware of all Your entitlements under this policy, so please read the document carefully. After You have read it, please contact Our Office if You would like further information.

Introduction and agreement

We agree to provide the cover set out in this policy during the period of cover provided You have paid the premium and subject to the policy's terms, limits, conditions and exceptions.

Your insurance contract consists of three parts:

1. this printed policy document;
2. the personalised schedule, with details of the cover which applies to You. (The policy schedule is updated from time to time as changes are made to Your cover. Any changes to the standard cover in this policy will be noted on the schedule or other specification); and
3. the proposal or application form or brokers submission

Definitions

Definitions explain words frequently used in the policy. Defined words are shown in **bold style** paragraphs 1 to 8

1. **The Company, Insurer, Dominion, We, Us or Our** means Dominion Insurance Limited.
2. **The Insured, You or Your** means the insured named in the schedule.
3. **Period of cover** means the "period" or "period of insurance" specified in the schedule.
4. **Schedule** is the latest current policy schedule, expiry notice or insurance renewal issued to You. It is the Certificate of Insurance referred to in Section 6 (4) of the Act
5. **Premium** is the consideration for this contract. This may mean the first premium or any subsequent renewal or endorsement premium and includes any government levies and charges.
6. **Fiji dollars** is the currency in which this policy is issued.
7. **Act** means the Motor Vehicles (Third Party Insurance) Act

What You are insured for

We will indemnify You in respect of:

All liability as specified in the Motor Vehicles (Third Party Insurance) Act incurred in respect of the death of or bodily injury to any persons caused by or arising out of the use of the vehicle described in the Schedule on a public road in Fiji during the period of insurance; However,

We will indemnify you for the use of the motor vehicle for only one of the following purposes and class of vehicle as shown in the Policy Schedule provided however that a premium paid for the use of the motor vehicle for the purposes set out in Classification No. 2,3,4,5 or 10 of the schedule shall also cover use of the motor vehicle for social, domestic or pleasure purposes, or for the Owner's business within the limits set out in Item No. 1(b) of the schedule or, in case of a hire car or a rental car, for the hirer's business. The motor vehicle must not be used for any other purposes unless the policy is endorsed and extra premium (if any) paid.

Subject always to the Terms and Conditions of this Policy.

Motor Vehicle (Third Party) Classifications

1. **PRIVATE CAR:** A motor car which is used solely
 - (a) For social, domestic or pleasure purposes, or
 - (b) By the owner, being an individual, for his own carriage in relation to his profession, business or calling, provided that profession, business or calling is not that of a commercial traveller or travelling salesman, or an insurance agent, inspector or assessor, or an indent or manufacturer's agent.
2. **BUSINESS CAR.:** A motor car used for business purpose and not included in classes 1,3,4,5,6,9 and 10. For the purposes of this definition the performance by Government or a local authority of any of its functions shall be deemed to be the carrying on of a business.
3. **GOODS VEHICLE:** A motor vehicle which is constructed or adapted or primarily used for the conveyance of goods or merchandise of any description in connection with trade, business or agriculture. For the purpose of this definition the performance by Government or a local authority of any of its functions shall be deemed to be in the carrying on of a business.
 - (a) Light goods vehicle with a carrying capacity of up to 2 tons.
 - (b) Light goods vehicle as in (a) authorised under the regulations 54 of the Traffic Regulations, 1967, to carry excess passengers.
 - (i) Carriage of up to and including ELEVEN passengers.
 - (ii) Carriage of more than ELEVEN passengers.
 - (c) Heavy goods vehicle with a carrying capacity of over 2 tons.
 - (d) Heavy goods vehicle as in (c) authorised under regulation 54 of the Traffic Regulations, 1967, to carry excess passengers.
 - (i) Carriage of up to and including ELEVEN passengers.
 - (ii) Carriage of more than ELEVEN passengers.
4. **TAXI:** (being a public service vehicle licensed and used for carrying not more than 6 passengers for hire or reward) or a **HIRE CAR** licensed as such and used for letting or hire with a driver
5. **OMNIBUS:** A motor vehicle licensed and used for carrying more than 6 passengers for hire or reward:
 - (a) Vehicle having a seating capacity of not more than 11 passengers.
 - (b) Vehicle having a seating capacity of more than 11 passengers.
6. **FIRE BRIGADE VEHICLE, AMBULANCE, POLICE VEHICLE AND PRISON VEHICLE:** (including Police and Fire Brigade Motor cycles).
7. **MOTOR CYCLE:** A motor vehicle designed to travel on not more than 3 wheels and the net weight of which does not exceed 5 hundredweight, for whatever purposes used, other than as Police and Fire Brigade motor cycles.
8. **TRAILER.** For whatever purposes used.
9. **MOTOR TRADE VEHICLES:**
 - (a) A motor vehicle or a motor cycle to which plates in respect of a dealer's general licence issued under section 20 of the Traffic Ordinance and affixed and which is used in compliance with the regulations made under the said Ordinance in respect of such a licence.
 - (b) A motor breakdown ambulance.
10. **RENTAL CAR:** licensed as such and used for letting on hire without a driver.
11. **MISCELLANEOUS VEHICLE NOT OTHERWISE CLASSIFIED:** (e.g Tractors, Hearses, Road Rollers, Mobile Cranes, Road Graders etc.)

Excluded perils and events and Sub Limits

- 1 We shall not be liable in respect of any claims by any person who at the time of accident was
 - (a) a relative (as defined in Section 6(1), (iii) of the said Act) of, or a person living as a member of his family with the person using the vehicle at the time of the occurrence in respect of which such claim arises.
 - (b) driving or being carried in or upon or entering or getting on to or alighting from the said motor vehicle except in so far as the indemnity granted hereby must apply by reason of Sub-section (1) of Section 6 of the Ordinance when the liability of the Insurer shall be limited to the minimum amounts referred to in the Provision to the said Sub-section of the said Act.
- 2 This Policy does not cover (a) any liability which arises solely by virtue of the provisions of the Workmen's Compensation Ordinance or (b) any contractual liability.
- 3 This Policy does not cover any liability in respect of any occurrence which happens when the motor vehicle is being used for any purpose other than those for which premium has been paid as stated above.
- 4 Notwithstanding anything contained in this policy to the contrary the indemnity provided herein shall not apply to:
 - (a) Compensation for damages in respect of judgement delivered or obtained otherwise than by a court of competent jurisdiction within Fiji.
 - (b) Costs and expenses of litigation which are not incurred within Fiji.

Conditions

In accordance with Sections 9, 10 and 16 of the Act we may seek recovery from you of any sums paid under this policy where you have not complied with the terms and conditions of this Policy or the Act.

1. Claims

Section 16 of the Act requires that where the death of or bodily injury to any person arises out of the use of the within-mentioned motor vehicle the owner and/or the driver shall forthwith notify the Insurer. Neither the owner nor any person shall, without the consent in writing of the Insurer make any offer, settlement or admission of liability or incur the expenses of litigation. In addition;

1.1 You must:

- 1.1.1 immediately send to Us any legal process issued or commenced against You, and give all assistance to enable the claim to be settled or resisted.
- 1.1.2 allow Us to take proceedings in Your name to obtain relief from any third party and undertake the conduct, control or compromised of any such proceedings.

1.2 You must not:

- 1.2.1 prejudice Our ability to settle the claim;
- 1.2.2 act in any way to the detriment or prejudice Our interest;
- 1.2.4 without Our the written consent;
 - a. incur any expense of litigation.
 - b. repudiate liability, negotiate or make any admission, offer, promise or payment.

1.3 You must then:

- 1.3.1 within 14 days submit in writing full particulars of the claim in such a form or manner as may be reasonably required by Us so that any claim is not prejudiced;
- 1.3.2 provide any other information or assistance We reasonably request in relation to Your claim;
- 1.3.3 co-operate with the necessary investigations and provide all necessary information and submit all particulars in order to enable Us to expedite the claim;
- 1.3.4 forward any letters of demand or court documents to Us immediately;
- 1.3.5 if We request it, attend interviews with any person We nominate;

Your compliance with the terms and conditions of this Policy, and the truth of any statements made to Us (whether made by You or not), are conditions precedent to any liability for Us to provide any indemnity under this Policy.

2. Vehicle Use

The person insured shall not use the motor vehicle nor shall the owner permit or allow any person to use the motor vehicle -

- a) whilst such motor vehicle is in an unsafe condition,
- b) to convey any load in excess of that for which it was constructed,
- c) to carry passengers for the hire or reward or in pursuance of a contract of employment in contravention of the licence issued for the vehicle described herein.
- d) while any such persons as aforesaid.
 - i) is under the influence of intoxicating liquor, or
 - ii) is as a result of age or some physical or mental condition rendered incapable of driving such vehicle with safety.

3. Cancellation and Variations:

We may, at any time by giving 14 days written notice to you cancel this Policy. Notice of cancellation may be delivered personally or posted to the you at the address shown within the Policy Description. After cancellation as aforesaid, we will, on delivery of the policy schedule to us, refund the unexpired premium, calculated on a pro-rata basis.

4. Proposal

The statements and answers in the proposal form or any other written submission provided by You or on Your behalf prior to the original inception date or each subsequent renewal date must be truthful.