



DOMINION INSURANCE LIMITED

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COMMERCIAL FIRE POLICY

(Contract ref. 01/10/2000)

IMPORTANT INFORMATION

The terms and conditions of the policy are contained in this document. The document should be studied and understood by you, the Insured. If you have any doubts as to the meaning of any part of this policy, please obtain clarification from any of our offices, agents or your broker. There are a number of issues that are of particular importance and these include:

Premium Payment

Unless special credit terms have been agreed in writing the premium must be paid in full within 30 days of inception or each renewal.

Average

The policy is subject to an average clause. This means that if the sum insured is less than the actual value of the property insured any claim will be proportionately reduced. Because of this you should review your sum insured at each renewal to be sure that it represents the actual value of the property insured.

Indemnity Value

Unless otherwise agreed and endorsed within the policy the property is insured for its indemnity value and not its replacement value or any other agreed value. This means that the market value and accumulated depreciation will be considered when any claim is adjusted.

Deductibles and sub limits

Some perils, events and defined property have deductibles applicable to any claim. Also some perils, events or defined property have a sub limit which restricts the maximum amount payable in the event of a claim.

DEFINITIONS

Notwithstanding anything which may be defined in any laws or regulations to the contrary, for the purpose of this policy and the policy schedule, all terminology printed in *Italics* shall be defined as follows.

The Company or Insurer or Dominion or We or Our refers to Dominion Insurance Limited

The Insured or you or your refers to the Insured as named in the Policy Schedule

Buildings means the buildings and other structures including but not limited to the appurtenances, plant, fixtures, fittings, pipes and cables pertaining to any of them, all located in or about the premises. Also including any fixed signs and lettering, tanks, walls, gates and fences.

Contents means the contents of any buildings, chattels in the open or under shelter, tenants improvements and all other tangible property not more specifically described within the policy schedule.

Situation means the location of the property insured

Deductible means the amount which will be deducted from the adjusted loss (net of salvage and other recoveries) in respect to each loss/each location arising out of any one event during any one 72 hour period.

Sub Limit means the maximum amount that can be claimed in respect to any loss to which the sub limit refers irrespective of the total sum insured.

The *Property Insured* means the property as described under the relevant section of the Policy Schedule, and is the Insured's own or held by the Insured jointly or in trust or on commission and for which the Insured is legally responsible.

Riot is an act of a group of at least 12 (twelve) persons, who in the execution of their common purpose cause public disturbance tumultuously with violence and damage to the property of others, not amounting to a Civil Commotion.

Strikes is a deliberate act of damage, by a group of workers of at least 12(twelve) persons or one half of the entire workforce (if the number of workers is less than 24 persons), refusing to work as usual in an attempt to force the employer to accept their demands or to protest against any terms of employment enforced by the employer.

Locked-out Workers is a deliberate act of damage, by a group of workers of at least 12 (twelve) persons or one half of the entire workforce (if the total number of workforce is less than twenty-four persons), to protest against the termination or suspension of a fellow employee by the employer.

Malicious Acts is an act of any person (s) deliberately causing damage to the property of others driven by vengeance, hatred, anger or vandalistic intentions, except such acts done by the employee(s) of the Insured, or any person(s) on behalf of the Insured, or by person (s) entrusted by the Insured to maintain or keep such property, or by thieves or robbers.

Civil Commotion is an act of a large number of people acting together disrupting public peace and disturbance tumultuously with violence and a chain of destruction of a large number of properties, indicated by the cessation of more than one half of the normal activity of commercial/shopping or business areas or schools or public transportation in one city or town for at least 12 (twelve) hours consecutively commencing immediately before, during or after the event.

Insurrection/Popular Rising is an uprising of a majority of the people in the capital city of the country, or in three or more of the towns in the country within 12 (twelve) days, demanding a change in the government de jure or de facto, or open resistance against the government de jure or de facto, not amounting to a *rebellion*

Usurped Power is a situation where the established order has been overthrown and replaced by some illegal authority which is in a position to lay down rules of conduct and also ensure that the rules are obeyed.

Revolution is an uprising of the people with force to make a radical change to the current public administration system of the country or to overthrow the established government de jure or de facto, not amounting to a *Rebellion*.

Rebellion is a state of organised resistance against the established authority with the object of supplanting or overthrowing it with force using firearms which threatens the existence of such authority.

Military Rising is an act by a group of home or foreign armed forces personnel consisting of at least 30 (thirty) persons using force with the intention to overthrow the established authority or to cause public disorder and disturbance.

Invasion is an act by the military power of one country to penetrate or invade the territory of another with the object of permanently or temporarily occupying and taking control over such territory.

Civil War is an armed conflict between regions or political factions within the territorial limits of a country with the object of gaining legitimate power.

War and Hostilities is a widespread armed conflict (whether or not war has been declared) or a warlike situation between two or more countries, including military exercises of a country or joint-military exercises between countries.

Subversive Acts is an act by any person on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the government de jure or de facto, or to the influencing of it by terrorism or sabotage or violence.

Terrorism is an act by any person using force to create public fear in an attempt to achieve a goal that according to public opinion has a political background.

Sabotage is a destructive act against property or the obstruction of work process or causing the reduction in value of work, by any person in an attempt to achieve a goal that according to public opinion has a political background.

Looting is the appropriation of property belonging to another by any person (excluding those employed by or under the control of the Insured), with the intention of permanently depriving the other of it.

WHAT YOU ARE INSURED FOR

The Dominion will indemnify you (or any other interested party) in respect of any loss or damage (as defined) to the property insured occurring during the period of insurance within Fiji and subject to the Terms and Conditions of this Policy. The Dominions Liability for each Item/Column shall not exceed the sum insured for each Item/Column.

The Dominion agrees to indemnify you by payment or at the option of the Dominion by reinstatement or repair if the property insured should suffer loss or damage arising from:

- 1 Fire but excluding any loss or damage to property undergoing any process involving the application of heat.
- 2 Lightning
- 3 Explosion but excluding:
 - (a) damage to any Pressure Vessel and its contents caused by explosion of that Pressure Vessel. "Pressure Vessel" includes any boiler, economiser, or other vessel which, under normal operating conditions, is subject to applied or generated fluid pressure, but does not include:
 - (i) Any boiler used solely for domestic purposes.
 - (ii) Any vessel subject to pressure applied solely by weight of the vessels contents.
 - (b) loss recoverable under any Boiler Explosion or Sprinkler Leakage policy, but this exclusion does not apply to loss in excess of the amount recoverable under that policy.
- 4 Earthquake, subterranean fire or volcanic eruption.
- 5 Tidal Wave caused by or happening through or following earthquake.
- 6 Aircraft and other Aerial Devices and articles dropped therefrom.
- 7 Impact by animals or land vehicles but excluding loss or damage to property in the open.
- 8 Water Damage as a direct consequence of water discharged or leaking from any pipe or water system installed in or on the building(s) and/or an adjoining building(s) and/or by water from a water main outside the building(s) but excluding destruction or damage caused directly or indirectly by:
 - (a) water discharged or leaking from any sprinkler or drencher installation or any tank connected therewith.
 - (b) Rainwater.

- 9 Electrical Ignition to any part or parts of electrical machines, installations, or apparatus caused by the actual burning out of such part or part by electric current therein but excluding:
 - (a) damage to radio, television, audio, computer and electronic equipment of any kind.
 - (b) damage to vacuum tubes and thermionic valves.
 - (c) damage to flexible or trailing leads between the point of permanent electricity supply and any machine or apparatus.
 - (d) damage to electrical contacts at which sparking or arcing occurs in ordinary working.
 - (e) damage to any electric motor having an output in excess of 1.5 KW
- 10 Acts of Authorities where such act is by any lawfully constituted public authority for the purpose of preventing or controlling fire or any other insured peril.
- 11 Leakage or Spillage of material (other than water) in the form of a gas, vapour or liquid but excluding:
 - (a) damage to the leaked or spilt material.
 - (b) the cost of removing or recovering the leaked or spilt material.
 - (c) the cost of rectifying the fault that permitted the leakage or spillage.
 - (d) damage to goods in transit.
 - (e) leakage or spillage caused by and happening during the course of repairs or alterations.
 - (f) damage to the vessel, device, pipe or other equipment from which the material has leaked or spilt.
- 12 Sprinkler Leakage, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system

13 OPTIONAL PERIL - CYCLONE

This peril is applicable only when the Dominion has agreed to extend the policy to include loss or damage resulting from Windstorm, Gale, Hurricane or Tropical cyclone (referred to herein as cyclone) as shown on the attached schedule and an additional premium has been paid and is subject to the following conditions.

- 1 Only buildings which are entirely enclosed with all outside doors, windows and roofs permanently in place and the contents of such buildings will be covered by this extension.
- 2 The Dominion will not be liable for any loss or damage occurring before the expiration of 7 days after 4pm on the day of acceptance by the Dominion of this cover.
- 3 No claim will be admitted in respect of:
 - (a) Loss or damage to the insured interest by water or rain unless such loss or damage is caused by water or rain entering the building through openings in the walls or roof(s) made by the cyclone.
 - (b) Loss or damage caused by sea, tidal wave, high-water, flood, erosion, subsidence or landslide.
 - (c) Loss or damage to solar heating equipment, water tanks, gates, fences, awnings, blinds, signs, power and/or telephone poles and appertances, aerials, masts, satellite dishes, decorative masi, thatching or any other outdoor fixtures or fittings of any description.
 - (d) Loss or damage to buildings or their contents in the course of construction, reconstruction or repair.
 - (e) Deterioration of frozen or freezer/cooler goods/stock resulting from electricity power failure.
 - (f) Loss or damage to buildings or their contents for which a certificate from an accredited engineer has not been accepted by the Dominion. Any such certificate must not be more than 7 years old as at the inception date of this policy or any subsequent renewal date.
- 4 It is a condition of this extension that;
 - (a) The insured shall use due diligence to minimise any loss or damage.
 - (b) Should any damage to buildings or contents caused by a peril covered by this extension have occurred prior to the commencement of this insurance or during the term of this insurance such damage not having been made good, the Dominion shall not be liable for any subsequent damage.
 - (c) All fixed glass on the ground and first floor levels be protected by cyclone shutters constructed and affixed in accordance with the recommendations of the engineer whose certificate the Dominion has approved. Such shutters to be in place immediately following an official cyclone warning and to remain in place during the time the official cyclone warning remains in force.
- 5 The applicable deductible as specified in the policy schedule will be deducted from any claim settled under this extension.

14 OPTIONAL PERIL - FLOOD

This peril is applicable only when the Dominion has agreed to extend the policy to include loss or damage to insured property from Flood, as shown on the attached schedule, and an additional premium has been paid and this extension will cover damage to the insured property directly caused by water which, through flood, has risen or overflowed beyond the normal boundaries of any river, watercourse or body of water other than the sea. But in all cases excluding:

- 1 water discharged or leaking from any fire protection sprinkler or drencher installation or from any tank in connection with any such installation.
- 2 subsidence and landslip
- 3 damage caused during the course of any repairs or alterations.
- 4 damage to carpets or other fixed or loose floor coverings.
- 5 damage to any building component, fixture or fitting which is constructed with wooden chip or particle board or composite building material.
- 6 The amount of the applicable deductible as specified in the policy schedule.

15 OPTIONAL PERIL – RIOT, MALICIOUS ACTS, CIVIL COMMOTION, STRIKES OR LOCKED-OUT WORKERS

This peril is applicable only when the Dominion has agreed to extend the policy to include loss or damage to insured property from Riots, Strikes, Civil Commotion, strikes or locked-out workers as shown on the attached schedule, and an additional premium has been paid. When the policy has been extended to include these perils the words “Riot, malicious acts, civil commotion, strikes or locked-out workers” contained in Exclusion Number 1 is deemed to be deleted.

16 OPTIONAL PERIL – LOOTING, SACKING AND/OR PILLAGING

This peril is applicable only when the Dominion has agreed to extend the policy to include loss or damage to insured property from Looting, sacking and/or pillaging directly resulting from riot, civil commotion, strikes or locked out workers as shown on the attached schedule, and an additional premium has been paid. When the policy has been extended to include this peril Exclusion number 3 is deemed to be deleted.

ADDITIONAL POLICY BENEFITS

The following clauses are deemed to be incorporated within the policy.

- 1 Reinstatement** - The sum insured shall not be reduced by the amount of any claims paid in respect of perils defined in 1 to 12. The Insured undertakes to pay such premium at the applicable rate as may be required for this reinstatement.
- 2 Demolition** - The cost of demolishing and removing the debris including contents for which a claim has been accepted is included within the sum insured. Also the cost of temporary repairs and other measures necessary to secure the property or to make it safe or suitable for continued use.
- 3 Professional Fees** - Architects, engineers and other professional fees incurred in the rebuilding or repairs to the property for which a claim has been accepted is included within the sum insured.
- 4 Branded Goods** - The Dominion will not sell or otherwise dispose of salvaged branded goods without the prior consent of the Insured. Where the Insured declines to give consent, the Insured may retain possession of the salvaged goods and their reasonable salvage value will be deducted from the amount of the claim.
- 5 Capital Additions** - Subject to the additional conditions set out below this policy extends to cover property (including, but not limited to, alterations, additions, and improvements to existing property) situated anywhere in Fiji and acquired by the Insured during the period of insurance.
Additional Conditions:
 - (a) This extension does not apply to -
 - (i) stock in trade or property of any kind expressly excluded from this insurance;
 - (ii) any appreciation of the value which is not due to a physical alteration, addition or improvement.
 - (b) Cover under this extension commences on each acquired property when the risk in the property passes to the insured.
 - (c) Within 90 days of acquisition particulars of each property acquired must be given to the Dominion and an additional pro-rata premium paid.
 - (d) The Dominions liability under this extension will not exceed 5% of the sum insured or \$100,000 (whichever is the lesser) in respect of each item/column insured.
- 6 Employees Personal Effects** - (but excluding motor vehicles) are covered under this policy but only whilst the effects are in or about premises owned or occupied by the Insured, or elsewhere whilst being worn, kept, carried or used by employees acting in the course of their employment. The Dominions liability under this extension will be discharged by payment of claims to the Insured as trustee for the employees. Any such claim will be payable free of any deductible that might otherwise apply, but will not exceed \$350 in respect of any one employee.
- 7 Money** - This policy extends to cover loss or damage to current coin, bank and currency notes, cheques, postal notes, travellers cheques, money orders, unused postage stamps, franking machine credits, tickets, redeemable vouchers and tokens, and other negotiable instruments, where the loss or damage results from an insured peril. Provided that:
 - (a) cover under this extension does not apply to loss recoverable by the Insured under a policy of Money or Burglary insurance except to the extent that the loss exceeds the amount so recovered.
 - (b) The Dominions Liability under this extension is limited to \$1000.
- 8 Other Interests** - Where the Insured is under an obligation to insure the interest of any person or corporation having an insurable interest in any of the Insured Property The Dominion will indemnify the Insured and that person or corporation as if a separate policy had been issued to each. Any cash claim settlement will be paid to the other interested party (ies) whose receipt thereof shall be a full and sufficient discharge to the Dominion. However:
 - (a) The Dominion will not be liable to indemnify any person or corporation whose interest has not been declared to The Dominion by the time indemnity becomes payable; and
 - (b) The Dominion's liability will not be increased beyond the amount that would be payable if this extension had not been incorporated in the policy.
- 9 Progress Claim Payments** - In the event of loss or damage giving rise to a claim under this policy The Dominion will make progress claim payments on production of acceptable evidence of an insured loss. Provided that, if the aggregate of progress payments exceeds the total amount of the adjusted loss, the Insured will immediately refund the difference between the amount of adjusted loss and the aggregate of payments actually made.
- 10 Protection Costs** - This policy extends to indemnify the Insured for any costs reasonably incurred by the Insured for the purpose of fighting or controlling any Insured Peril that involves or threatens to involve Insured Property.
- 11 Social Club Property** - This policy extends to cover the property of any pension fund, social club, sports club, or similar entity, whose activities are principally for the benefit of the Insured's employees. The Dominion's liability under this extension will be discharged by payment of claims to the Insured as trustee for members of the entity concerned.
- 12 Temporary Removal** - The Insured Property (other than stock) is covered whilst temporarily removed elsewhere on the same premises or to other premises anywhere in Fiji and in transit to and from those premises. The amount recoverable under this extension in respect of the property so removed will not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

DEDUCTIBLES AND SUB- LIMITS

In the event of any claim made under this policy the final adjusted loss shall be subject to the following deductibles and sub limits.

- 1 In respect to any claim for earthquake, volcanic eruption, tsunami or tidal wave the amount of the deductible shall be 7.5% of the sum insured or \$2500 whichever is the greater during any one period of 72 consecutive hours in respect of each item/column.
- 2 In respect to any claim for cyclone and when the policy has been extended to include this peril the amount of deductible as specified in the policy schedule.
- 3 In respect to any claim for flood and when the policy has been extended to include this peril
 - (a) Any loss or damage unless the flood water level within the premises exceeds 30 centimetres above the ground floor level.
 - (b) Where the flood water level within the premises exceeds 30 centimetres above the ground floor level the amount of deductible as specified in the policy schedule.
 - (c) In respect of any one loss during any one period of 72 consecutive hours not more than the sub-limit as specified in the policy schedule.

- 4 In respect to riot, malicious acts, civil commotion, strikes or locked-out workers and when the policy has been extended to include these perils the amount of the deductible shall be 2.5% of the sum insured or \$2,500 whichever is the greater during any one period of 72 consecutive hours in respect of each item/column.
- 5 In respect to looting sacking and/or pillaging and when the policy has been extended to include these perils the deductible shall be 7.5% of the sum insured and the sub limit shall be 50% of the sum insured for stock and or contents
- 6 In respect to any claim for loss or damage to any curiosity or work of art the sub limit shall be \$1000
- 7 In respect to documents, manuscripts, magnetic media, business books, microfilm, technical drawings, plans, designs, patterns, models, moulds and other records which may be insured under this policy only their value as materials is insured. The value of the information is not insured.

EXCLUDED PROPERTY

This policy does not cover loss or damage to the following types of property.

- 1 Motor vehicles, motor cycles, watercraft, outboard motors, aircraft and accessories unless this property forms part of the stock of your business however such stock will not be covered whilst being driven, towed, sailed or flown.
- 2 Livestock, trees, growing crops, retaining walls, land, drainage systems, dams, reservoirs, canals, culverts, aqueducts, tunnels, bridges, docks, piers, wharves, breakwaters or mining property located above or underground.
- 3 Jewelry, precious stones, works of art, precious metals or bullion other than stock or plant of your business
- 4 Cash, negotiable checks, money orders, stamps, credit cards, invoices, other negotiable instruments.

EXCLUDED PERILS AND EVENTS

It shall be a condition precedent to your right to indemnity under this policy that the you prove to the Company's satisfaction that the loss, damage or liability claimed for did not arise directly or indirectly from, was not related in any way to, and was not contributed to in any way by:

- 1 Riot, malicious acts, civil commotion, civil disturbance, civil war, insurrection, popular rising, rebellion, revolution, terrorism, sabotage, subversive acts, military rising, military or usurped power, invasion, war and hostilities, strikes or locked-out workers, persons taking part in labour disturbances or any activities in connection therewith, any action of military, police, security or other authorities or instrumentality whether governmental or not, including any loss damage or liability directly or indirectly resulting from any of the above;
- 2 The actions of any political or vigilante group;
- 3 Looting, sacking and/or pillaging;
- 4 Permanent or temporary dispossession resulting from confiscation, commandeering, requisition by any lawfully constituted authority or body, or unlawful occupation by any person.
- 5 The actions of the police, any armed forces or any lawfully constituted body where such actions are in connection with 1, 2, or 3 above;
- 6 Any deliberate fire, whether to the insured property or not, and whether started by the insured or not;
- 7 Or caused to any property that at the time of such loss had been unoccupied or unattended for more than 7 consecutive days.
- 8 Arising from wear, tear, depreciation, mildew, mould, rot, corrosion, rust, gradual depreciation, contamination, pollution, mechanical breakdown, neglect of maintenance, defective workmanship material or design, or structural alterations or repair.
- 9 Any consequential loss of any kind.
- 10 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, rebellion, revolution, insurrection, terrorism, military or usurped power.
- 11 Nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel.
- 12 Subsidence, landslip, erosion, settling, cracking or removal or weakening of support.
- 13 Confiscation, nationalisation or requisition by order of the Government or Local Authority.
- 14 The failure of power or other utility service supplied to the prescribed premises, however caused, if the failure occurs away from the described premises.

CONDITIONS

1 Alteration:

This policy shall be void and no benefits paid with respect to any item insured in regard to which there has been any alteration after the commencement of this insurance whereby;

- (a) the trade, manufacture carried on or nature of the occupation or of other circumstances affecting the property insured be changed in such a way as to increase the risk of destruction or damage.
- (b) the building insured or containing the insured property becomes unoccupied for more than 14 consecutive days.
- (c) The Insured's interest ceases except by will or operation of the law.

2 Fraud:

This policy is void in case of fraud by you at any time as it relates to this policy. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact or circumstance concerning:

- (a) This policy
- (b) The Property Insured
- (c) Your interest in the Property Insured; or
- (d) A claim under this policy including the value of any property lost or damaged.

3. Claims:

A. The Insured shall:-

1. Immediately notify the Dominion of any occurrence which may give rise to a claim.
2. Within 30 days submit in writing full particulars of the claim in such a form or manner as may be reasonably required by the Dominion so that any claim is not prejudiced.

3. Inform the Police if any theft burglary, arson or malicious damage has occurred or is suspected.
 4. Take all reasonable steps to prevent further loss or damage.
- B. In the event of any claim the Dominion shall be entitled:
1. To enter any premises where loss or damage has occurred and take and keep possession of the property and deal with salvage in a reasonable manner. No property may be abandoned to the Dominion.
 2. To take proceedings in the name of the insured to obtain relief from any third party and undertake the conduct, control or compromised of any such proceedings.
- 4. Other Insurance:**
If at the time of any loss, damage or liability there shall be any other insurance covering such loss, damage or liability or any part thereof, the Dominion shall be liable only for the amount of loss not covered by such other insurance.
- 5. Cancellation and Variations:**
- (a) The Insured may cancel this policy at any time in which case the Dominion will refund 80% of the unused basic and burglary premium. No refund will be given in respect of any cyclone premium.
 - (b) The Dominion may cancel this policy or amend the terms, exclusions and limitations after 4.00pm on the 14th day following dispatch or written notice to the Insured's last known address. The Insured shall be entitled to a return of premium proportionate to the unexpired period of the cancelled policy.
- 6. Subject to Average:**
If at the time of any loss or damage insured by this policy the sum insured is less than 90% of the actual value then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item/column of this policy shall be separately subject to this condition.
- 7. Jurisdiction:**
Notwithstanding anything contained in this policy to the contrary the indemnity provided herein shall not be apply to:
- (a) Any matter where an action for damages is brought in a court of law outside Fiji and not subject to Fiji law or where an action is brought in Fiji to enforce a foreign judgement whether by way of reciprocal agreement or otherwise.
 - (b) Costs and expenses of litigation which are not incurred within Fiji.
- 8. Suit or Legal Action**
No suit or legal action on this policy for the recovery of any claim shall be sustainable in any court of law unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months after the date of the loss.
- 9. Premium Payment:**
Unless alternative premium payment terms have been agreed in writing this policy will become null and void 14 days after the original inception date or any subsequent renewal date unless the full annual premium has been paid to the Dominion.
- 10. Proposal:**
The truth of the statements and answers in the proposal form or any other written submission provided by the Insured or on the Insured's behalf prior to the original inception date or each subsequent renewal date shall be a condition precedent to any liability of the Dominion to make any payment under this Policy.
- 11. Policy Amendment:**
Any amendment to the terms and conditions of this policy must be evidenced by written confirmation signed by the Dominion.
- 12. Debt offset:**
Any claim payment payable under this policy may be used to settle any other premium or other debt owed by the Insured to the Dominion.