



DOMINION INSURANCE LIMITED

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MARINE HULL POLICY

AGENCY

CLIENT/POLICY REF.

REPLACING DOMINION INSURANCE POLICY NUMBER _____ DUE _____

THE INSURED

OTHER INTERESTED PARTIES

POSTAL ADDRESS _____

PERIOD OF INSURANCE - FROM / /19 TO 4PM ON / /19

VESSEL/S AND SUMS INSURED

VESEL NAME			
ITEMS	SUM INSURED	SUM INSURED	SUM INSURED
Hull, Sails, Masts, Fixtures & Fittings	\$	\$	\$
Motors & Machinery	\$	\$	\$
Equipment and accessories including anchors, paddles, life jackets, etc.	\$	\$	\$
Electronic Equipment including radios, radars, sounders etc.	\$	\$	\$
Dinghy	\$	\$	\$
Trailer	\$	\$	\$
TOTAL	\$	\$	\$

EXTENT OF COVER

A- INSTITUTE CLAUSES - The Clauses indicated below form part of this policy.

Time Clauses - Hulls	YES/NO	Fishing Vessel Clauses	YES/NO
Yacht Clauses	YES/NO	War & Strikes Clauses	YES/NO
Yacht Transit Clause	YES/NO	Protection & Indemnity- Hulls - Time	YES/NO Sum Insured \$ _____

OTHERS _____

B - DEDUCTIBLE - Applicable to Clause 12 of all Institute Clauses \$ _____

C - DEDUCTIBLE - Applicable to Clause 13 of the Fishing Vessel Clauses \$ _____

D - DEDUCTIBLE - Applicable to all losses and claims other than B & C above \$ _____

E - NAMED MASTER WARRANTY YES/NO

BASIC PREMIUM	W & S	P & I	CO. PREMIUM	S/DUTY	TOTAL	PRO RATA

SIGNED BY THE AUTHORISED REPRESENTATIVE OF THE COMPANY.

DATE _____

OTHER POLICY TERMS AND CONDITIONS OVERLEAF

POLICY TERMS AND CONDITIONS

The Dominion will indemnify you in respect of any vessel insured which is lost or damaged (as defined below) during the period of insurance and subject to all Terms and Conditions of this Policy. The Dominions Liability shall not exceed the sum insured for each Item insured . Where the sum insured is based on a valuation the Dominions Liability shall not exceed the value of each item as identified and valued within the valuation report.

WHAT YOU ARE INSURED FOR

The perils insured and extent of cover provided by this policy are in accordance with the Institute Clauses as described in this policy together with any additional clauses attached and the Policy Conditions below.

The Institute Clauses referred to are those current at the inception of this contract but should such clauses be revised during the period of this contract, and provided that the Dominion shall have given at least 30 days notice thereof, then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice.

CONDITIONS

This policy is also subject to the Marine Insurance Act. Where there is any ambiguity between these Conditions, and/or The Institute Clauses and/or The Insurance Act and/or any attached additional clauses then the Conditions below shall be paramount and over-ride all others.

1 CANCELLATION

This policy may be cancelled in accordance with the Institute Clauses by either the Insured or the Dominion giving the requisite number of days notice in writing:

- Marine Risks: At thirty (30) days notice.
- War Risks: Subject to the Institute War Cancellation Clause (currently 48 hours)
- Strike Risks: At seven(7) days notice with exception to and from USA which are 48 hours notice.

Cancellation shall become effective on the expiry of the requisite period of time from midnight of the day on which notice of cancellation is issued by or to the Dominion but shall not apply to risks which have attached before the cancellation becomes effective.

2 FRAUD

If any claim under this policy shall be false or fraudulent in any respect then this insurance shall be void, no benefits shall be paid, and any benefits already paid will be recoverable by the Dominion.

3 CLAIMS:- In addition to any conditions contained within the Institute Clauses the Insured shall:

- (a) Immediately notify the Dominion (and where appropriate the Police) of any occurrence which may give rise to a claim.
- (b) Within 30 days submit in writing full particulars of the occurrence and/or claim in such a form or manner as may be reasonably required by the Dominion so that any claim is not prejudiced.

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 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 judgment whether by way of reciprocal agreement or otherwise.
- (b) Costs and expenses of litigation which are not incurred within Fiji.

6 PREMIUM PAYMENT:-

Unless alternative premium payment terms have been agreed in writing this policy will become null and void 30 days after the original inception date or any subsequent renewal date unless the full premium has been paid to the Dominion.

7 PROPOSAL:-

The truth of the statements and answers in the proposal form submitted by the Insured shall be a condition precedent to any liability of the Dominion to make any payment under this Policy.

8 DEPRECIATION:-

Clause 14 of the Institute Time Clause Hulls and Clause 11 of the Institute Fishing Vessel clauses is deleted and replaced by the following in respect of all machinery and electronic equipment.

Up to one year from date of commissioning, nil deduction. In excess of 1 year a rate of up to 0.75% per month may be deducted at the Dominions discretion subject to a maximum deduction of 75%.

9 COMPLIANCE WITH FIJI MARINE BOARD REQUIREMENTS:-

It is a condition of this policy that where applicable the vessel must at all times have a current and valid FIMSA survey certificate and also that the vessel be manned, operated and equipped in accordance and in compliance with all Fiji Marine Act regulations.

10 NAMED MASTER WARRANTY:-

Where the schedule indicates that this policy is subject to this warranty then it is a condition that, unless expressly agreed in writing by the Dominion, the vessel will at all times be operated under the command of the Master/s named in the Proposal or by such other master/s advised to the Dominion in writing and in respect of which an additional Masters Questionnaire has been submitted to and accepted by the Dominion.

11 THEFT:-

- (a) Any trailer or vessel whilst left unattended on land must be fitted with a suitable anti - theft device or other approved protection.
- (b) Burglary or theft of motors shall not be covered unless they are securely attached to the vessel by bolts fitted with locking nuts and/or a recognised security chain and anti -theft locking device or stored in a locked building .
- (c) Burglary or theft of the vessels gear and equipment shall not be covered unless they are securely attached to or contained within a locked compartment or cabin on the insured vessel.

12 RADIOACTIVE CONTAMINATION EXCLUSION

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- (a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- (b) the radioactive , toxic, explosive or other hazardous or contaminating properties of any nuclear installation , reactor or other nuclear assembly or nuclear component thereof.
- (c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.