

POLICY TERMS AND CONDITIONS

The Dominion will indemnify you in respect of loss of Money which occurs during the period of insurance and subject to the Terms and Conditions of this Policy.

WHAT YOU ARE INSURED FOR

The Dominion agrees to indemnify you by payment for:

Loss of Money (as defined in the Policy Schedule) subject to the limits of liability as set out in the Policy Schedule.

Loss or Damage to any safe or strong-room or locked receptacle for which you are responsible as described in the policy schedule and subject to the limit of liability as shown in the policy schedule.

WHAT YOU ARE NOT INSURED FOR - DEDUCTIBLES AND EXCLUSIONS.

- 1 The amount of any deductible as specified in the policy schedule.
- 2 Shortages due to clerical or accounting errors and loss due to errors in receiving or paying out.
- 3 Loss of money entrusted to any person other than the Insured his principals or employees or armoured vehicle transport.
- 4 Loss arising out of the payment of money for or in consideration of a cheque which is subsequently dishonoured.
- 5 Loss due to the fraud or dishonesty of any employee of the Insured unless such loss is discovered within 72 hours (excluding Saturdays, Sundays, and Public Holidays) of its occurrence.
- 6 Loss or Damage to any cash register or money drawer which is kept locked outside normal business hours.
- 7 Loss for which at the time of its occurrence indemnity is provided by or would but for the existence of this Policy be provided by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies has this insurance not been effected.
- 8 Loss occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences:
 - (a) 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, riot, military rising, rebellion, revolution, insurrection, terrorism, sabotage, military or usurped power.
 - (b) Nuclear weapons material or ionizing radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel.
 - (c) Earthquake.

CONDITIONS

- 1 **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.
- 2 **Claims:-**
 - A. The Insured shall:
 1. Immediately notify the Dominion and the Police of any occurrence which may give rise to a claim.
 2. Immediately take all practical steps to discover the guilty person or persons and to recover the money lost.
 3. 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. Take all reasonable steps to prevent further loss or damage.
 - B. In the event of any claim the Dominion shall be entitled:
 1. To take proceedings in the name of the insured to obtain relief from any third party and undertake the conduct, control or compromise of any such proceedings.
- 3 **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.
- 4 **Cancellation and Variations:-**
 - (a) The Insured may cancel this policy at any time in which case the Dominion will refund 80% of the unused premium.
 - (b) The Dominion may cancel this policy or amend the terms, exclusions and limitations after 4.00pm on the 14th day following despatch 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.
- 5 **Jurisdiction:-**

Notwithstanding anything contained in this policy to the contrary the indemnity provided herein shall not be apply to:

 1. 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.
 2. 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 annual 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.

