



DOMINION INSURANCE

DOMINION INSURANCE LIMITED P O Box 14468, Suva. Phone 3311055 MOTOR VEHICLE POLICY (Ref 08.01 applicable to all policies issued or renewed after 1st August 2001)

The Dominion Insurance will indemnify you in respect of any loss or damage (as defined) to the vehicle (s) described in the policy schedule and/or in respect of any legal liability (as defined) which occurs during the period of insurance within Fiji and subject to the Terms and Conditions of this policy. The Dominion's liability for each Section shall not exceed the sum insured for each Section.

DEFINITIONS

"The Dominion/Company/We" means Dominion Insurance Limited. "The Insured/You" means the Insured as named in the Policy Schedule. "Deductible" means the amount which will be deducted from the adjusted loss (net of salvage and other recoveries) in respect to each loss for each vehicle insured arising out of any one event "The vehicle insured" means the vehicle including the manufacturers listed accessories and integral components permanently fixed thereon but excluding any other accessory or item unless specifically included within the policy schedule.

WHAT YOU ARE INSURED FOR

The Dominion agrees to indemnify you by payment or at the option of the Dominion by reinstatement or repair if:

IN RESPECT TO SECTION 1 – VEHICLE DAMAGE

Any vehicle insured should suffer sudden accidental physical loss or damage not excluded elsewhere within this policy.

IN RESPECT TO SECTION 2 - LEGAL LIABILITY

You shall become legally liable for accidental physical loss or damage to property of others or for personal injury to passengers (who are not fare paying passengers) arising out of the use of any vehicle insured under Section 1.

ADDITIONAL PROVISIONS AND BENEFITS APPLICABLE TO SECTION 1 - FULL COVER

- Salvage Cost:** Where a claim for loss or damage has been accepted under Section 1 the Dominion will also pay the reasonable cost of removing the insured vehicle to the nearest repairer or place of safety.
- Reinstatement:** The sum insured shall not be reduced by the amount of any claim paid (other than for a total loss). The insured undertakes to pay such pro rata premium at the applicable rate for this reinstatement. This reinstatement premium may be deducted from any claim settlement at The Dominions option. Where a claim has been paid on the basis of a total loss cover on the vehicle concerned will be deemed to be cancelled as from the date of loss and no refund of premium is payable.
- Other Interests:** Where the insured is under an obligation to insure the interest of any person or corporation having an insurable interest in any vehicle insured under Section 1, the Dominion will indemnify the Insured and that person or corporation as if a separate policy had been issued to each. However:
 - The Dominion will not be liable to indemnify any person or corporation whose financial interest has not been declared to The Dominion by the time indemnity becomes payable and
 - 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.
- Expediting Costs:** Where a claim is payable under Section 1 - Full cover of this policy The Dominion will also indemnify the insured for such additional costs of express freight, air freight and overtime labour as are reasonably incurred for the purpose of expediting that reinstatement. Provided the liability of the Dominion will not be increased, by reason of this clause, by more than 10% of the amount for which the Dominion would have been liable in the absence of this clause.

ADDITIONAL PROVISIONS AND BENEFITS APPLICABLE TO SECTION 2 - LEGAL LIABILITY

- Employees Indemnity:** This policy is extended to indemnify any employee of the insured, as if he or she were the Insured, against liability arising in connection with the use of any insured vehicle in charge of that employee.

THE AMOUNT OF INSURANCE PAYABLE AND LIMITS OF LIABILITY

Section 1

- Where the vehicle is not a total (or constructive total) loss.

At the Dominions option you will indemnified by either

- Repair of the vehicle to a condition substantially the same as (but not necessarily better than) its condition immediately before the loss. In arriving at the repair cost spurious and pre owned panel parts may be used and mechanical parts and tyres where replaced with new items may be depreciated or:
 - Payment of an amount equal to the cost of repairs as assessed under (i) above.
- Where the vehicle is a total (or constructive total) loss.
 - Where the vehicle is less than 12 months old (from the date of first registration or sale after manufacture) you will be indemnified by payment of an amount equal to the replacement cost of the vehicle but not more than the sum insured.
 - Where the vehicle is more than 12 months old (from the date of first registration or sale after manufacture) you will be indemnified by payment of an amount approximating the market value of the vehicle immediately before the loss but not more than the sum insured. Where the market value is more than the sum insured the Dominion will be entitled to possession of the wreck and retain the proceeds of its disposal in the ratio of the sum insured divided by the market value.

Section 2

The Dominion will pay any amount subject to the limitation contained below for which you shall become legally liable to pay for accidental physical loss or damage to property of others or personal injury to passengers.

The Dominions liability in respect of any one accident or series of accidents arising out of one occurrence and also during any one period of insurance is limited to \$100,000. Any claim payment or settlement agreed will be net of the applicable deductible and/or sub-limit.

WHAT YOU ARE NOT INSURED FOR: DEDUCTIBLES, SUB-LIMITS AND EXCLUSIONS

Sections 1 AND 2 PLEASE NOTE

- 1 The amount of deductible as specified in the policy schedule. (except windscreen breakages where there is no other damage).
- 2 In addition to the deductible as specified in the schedule the following under-age deductibles will be subtracted from each and every claim. (except windscreen breakage's where there is no other damage).
 - (a) Where the driver is under 21 as at the date of loss an amount of \$350.
 - (b) Where the driver is over 21 but under 27 as at the date of loss an amount of \$200
 - (c) Where the driver has had held a driving licence (for the class of vehicle insured) for less than 2 years an amount of \$200. additional to (a) or (b).
- 3 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, civil commotion assuming the proportion of or amounting to a popular uprising, military rising, rebellion, revolution, insurrection, terrorism, military or usurped power.
- 4 Nuclear weapons material or ionizing radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel.
- 5 Earthquake, volcanic eruption, tidal wave or tsunami.
- 6 Confiscation, nationalisation or requisition by the order of any Government of Local authority.
- 7 Loss by theft and any consequent damage unless all doors were securely locked at the time of the theft.
- 8 Whilst any vehicle is let out on hire or is used for the business of carrying passengers unless such use is noted in the policy schedule and this exclusion thereby deleted.
- 9 Whilst any vehicle is being tested in preparation for or engaged in racing, pacemaking, hill climbing, reliability trials, rallying or speed tests.
- 10 Being used other than in accordance with the category specified in the policy schedule or whilst being used for a purpose for which it was not designed.
- 11 Where the drivers have been restricted to "Named Drivers Only" as specified in the schedule any vehicle being driven by a person who is under the age of 27 or who has not had 5 years of continuous claims free driving experience immediately before the date of any loss.
- 12 Whilst being driven by any person who is not licensed to drive the type of vehicle insured, excepting where:
 - (a) the person is being taught to drive and is complying with all the requirements of the law and is of an age to obtain a license to drive the vehicle. This exception will not apply however where the cover has been restricted to 'Named Drivers Only'.
 - (b) the person has held but not renewed a license and is not disqualified from holding or obtaining a license without a further driving test providing such license previously held has not expired more than 30 days before the date of any loss or damage.
- 13 Whilst being driven without a current certificate of fitness (where required by law) or in an unsafe condition.
- 14 Whilst being driven by any person who:
 - (a) At the time of any event giving rise to a claim under this policy has a proportion of breath/alcohol or blood/alcohol concentration which exceeds the legal limit prescribed in Fiji.
 - (b) following an event which gives rise to a claim under this policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to give such specimen.
 - (c) arising out of the circumstances giving rise to any claim under this policy is convicted of any alcohol or drug related breach of the law governing the use of motor vehicles or
 - (d) is in any way under the influence of intoxicating liquor or drugs.

SECTION 1 ONLY

- 14 The first \$75 of any claim for windscreen breakage where there is no other damage.
- 15 More than 7.5% of the sum insured in respect to windscreen or glass losses (where there is no other damage) during any one period of insurance.
- 16 Any loss or damage to tyres unless it is the result of damage to the vehicle for which a claim is payable.
- 17 Any consequential losses resulting from loss or damage to the insured vehicle.
- 18 Any loss, damage, failure or breakage of the engine, transmission, mechanical, hydraulic or electrical systems unless arising from an external cause otherwise insured and where damage also occurs to other vehicle components.
- 19 loss or damage whilst being loaded or unloaded or in sea transit other than on a scheduled ferry service.

SECTION 2 ONLY

- 20 Liability for loss or damage to property belonging to or under the care, custody or control of you or your driver or being conveyed or loaded on or unloaded from your vehicle.
- 21 Any liability for loss or damage to third party property or personal injury which has been accepted under contract or for which responsibility has been accepted and for which in the absence of such contract or acceptance you would not otherwise be liable at law.
- 22 In respect of death or bodily injury sustained by:
 - (a) Any relative or friend who permanently reside with you.
 - (b) Any employee of yours.
 - (c) Any person driving the vehicle at the time of the accident.

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 in any benefits already paid will be recoverable by the Dominion.

2 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.
5. Immediately send to the Dominion any legal process issued or commenced against the Insured and give all assistance to enable the claim to be settled or resisted.

B The Insured shall not without the written consent of the Dominion:-

- 1 Incur any expense in making good any damage or any expense of litigation.
- 2 Negotiate, pay, settle, admit or repudiate any claim.

C 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.

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 basic 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.

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 judgement 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 14 days after the original inception date or any subsequent renewal date unless the full annual premium has been paid to the Dominion.

7 Policy Amendment:

Any amendment to the terms and conditions of this policy must be evidenced by written confirmation signed by the Dominion.

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 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.

10 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.