



Term Life Policy

DOMINION
INSURANCE

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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.

Index Page

| | |
|----------------------------|---|
| Introduction and agreement | 1 |
| Definitions | 1 |
| Policy Coverage | 3 |
| Exclusions | 4 |
| Policy Conditions | 4 |

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, exclusions 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 30

1. **The Company, Insurer, Dominion, We, Us or Our** means Dominion Insurance Limited.
2. **The Insured, You or Your** means the persons named or described in the **Policy Schedule** or in respect of a **Group Policy**, the **Membership Report**.
3. **Group Policy** means a policy issued to a **Named Group** of persons who are listed in a **Membership Report**.
4. **Named Group** is the name of the group representing a group of Insured Persons.
5. **Group Representative** means the person or organization which represents all of the Insured Persons in the Named Group. The group representative's responsibilities include:
 - Negotiation with us regarding policy terms and conditions
 - Negotiation with us on any review of the terms, condition and ratings.
 - The provision to us of the membership report.
 - The provision to us where required of application forms and medical reports of Insured Persons
 - The notification of all claims and provision of all information required to enable settlement by us.
 - Arranging premium payment.
 - Distribution of the policy contract to all Insured Persons.
 - Responding to all enquiries from any Insured Person.
6. **Membership Report** means the list of all Insureds to be insured under a Group Policy as provided by the Insured Group prior to commencement of the policy and any subsequent renewal plus any additions and deletions during the policy period and approved by us.

7. **Death** means death by any cause except for those causes stipulated in the exclusions below.
8. **Inception Date** means the commencement that an insured is covered under the policy.
9. **Period of cover** means the “period” or “period of insurance” specified in the schedule.
10. **Policy Schedule** is the latest current policy schedule, expiry notice or insurance renewal issued to You.
11. **Other specification** is the amended or additional terms and clauses agreed to by Us and confirmed in writing.
12. **Endorsement** means a variation in to the standard policy and confirmed by us in writing.
13. **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.
14. **Fiji dollars** is the currency in which this policy is issued.
15. **Jurisdiction** means the law and practice of the Fiji in which this policy is subject to. Claims will be settled in the currency of the country of Jurisdiction. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.
16. **Limit of Liability** means the maximum amount payable for each section of this policy for any one insured person and their dependents during the period of insurance.
17. **Sum Insured** is the amount we have agreed to pay in respect of the death of the Insured under this policy as specified in the policy schedule and/or membership report.
18. **Dependents means**
 - the legal spouse of the Insured, other than a legally separated spouse;
 - an Insured’s unmarried child or legally adopted child whose age ranges between fourteen (14) days and under eighteen (18) years and who is totally dependent on the Insured for support.
19. **Pre existing condition** means:
 - any illness or injury which when the insured applied for cover the insured was aware of; or
 - in respect of which the Insured already had symptoms which would cause a reasonable person to seek diagnosis, care or Treatment; or
 - In respect of which a Doctor had already recommended Treatment or further medical advice.
19. **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.
20. **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
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.

26. **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.
27. **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.
28. **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.
29. **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.
30. **Named Beneficiary** means the beneficiary(s) named in the proposal form and is the person or persons to whom any claim will be paid in the percentage specified in the proposal.

Policy Coverage

We shall pay the Named Beneficiary(s) (or where there is no Named Beneficiary) Your Estate the sum insured if You die from any cause during any Period of Insurance but subject always to the Limit of Liability detailed in the schedule and subject to compliance with the policy terms, conditions and exclusions of this policy.

Immediately We are notified of The Insured's Death and on request by The Insured's next of kin and/or the executor of The Insured's estate, an accelerated payment of up to \$2,000 will be paid to assist with funeral expenses. Such payment will be deducted from the balance of the sum insured when the usual full claims process has been completed.

If You are diagnosed as likely to die within 12 months fifty per cent of the sum insured can be paid, but at Our sole discretion and after written application has been made to Us attaching acceptable medical proof of such diagnosis. On payment of such benefit no further payments will be made under this policy.

Exclusions

The following exclusions are applicable to all sections of this policy.

We will not pay for:

1. Any claims after the Insured has attained the age of 60 years unless We have agreed in writing to extend this age limit.

We will not pay for death directly or indirectly caused or contributed to by:

2. the pursuit of any illegal or criminal act or deliberate exposure to exceptional danger except in an effort to save human life.
3. Resulting from the pursuit of dangerous occupations or sports including mountaineering requiring the use of ropes or pitons, flying except as a fare paying passenger on a duly licensed commercial aircraft, parachuting, parasailing, steeplechasing, diving requiring the use of breathing apparatus, winter sports, professional football, boxing or wrestling and competition racing in a vehicle of any kind.
4. suicide
5. HIV, HIV disorders including AIDS, and any medical condition that arises from HIV infection.
6. Any pre-existing condition known to You at the inception of this policy and where the prognosis of the condition indicates that it is terminal and a successful treatment is not possible.
7. an illness or disease for which The Insured refused treatment offered by a medical specialist
8. 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.;
9. Nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, pollution or explosion.
10. Resulting directly or indirectly from earthquake, volcanic eruption, tsunami, tidal wave,

Policy Conditions

In the event of non-compliance with any of the conditions of this Policy We shall be entitled to decline to pay a claim.

1. Duty of Disclosure

- 1.1 Prior to entering into a contract of Insurance with Us, You and/or the named group must disclose to Us on the application form every matter you know, or that could reasonably be expected to be known and which is or could be relevant to Our decision whether to accept the risk of insurance and, if so, on what terms.
- 1.2 You and/or the named group have the same duty throughout the duration of the policy and must advise Us of any facts or changes prior to seeking a renewal, extension, or variation and during the currency of the policy

2. Notice of Claim

You or a person representing You must give written notice of any claim to us as soon as reasonably practicable but in any circumstances within 30 days after the happening of any circumstances giving rise to a claim.

3. Proof of Loss and Physical Examination

- 3.1 After We receive notice of a claim We may provide our usual claim form for completion.
- 3.2 The claim form must be properly completed and all evidence and information required by us including original medical certificates and death certificates shall be furnished at Your Estate's expense and be in such form and such nature as We require. We may at Our expense arrange for an autopsy to be carried out.
- 3.4 Your Estate must co-operate with the necessary investigations and provide all necessary information and submit all particulars in order to enable Us to expedite the claim;

6. Subrogation

Your Estate on paying the Agreed Benefit must allow Us to take over for Our benefit and to take any action and settle any legal right of recovery You or your Estate may have and your estate must co-operate fully in any recovery action.

7. Validation of Cover

In respect of a Group Policy the Membership Report showing You as an Insured must be in our possession before a claim occurs and any claim payment will be precedent on Us having received this information and Your Premium or a promise from You to pay Your Premium.

8. Fraud

We will not be liable under this Policy if any fraudulent means or devices are used by You, or anyone acting

on Your behalf, when entering into this insurance, or to obtain any benefit under this Policy. Any benefits already paid will be recoverable by Us.

10. Cancellation and Variations

- 10.1** You or the named group may cancel this policy at any time in which case We will refund 75% of the unused premium.
- 10.2** We may cancel this policy or amend the terms, exclusions and limitations after 4.00pm on the 30th day following dispatch or written notice to Your last known address or the named group's last known address. You shall be entitled to a return of premium proportionate to the unexpired period of the cancelled policy.
- 10.3** Any claims made or expenses incurred after the date of cancellation are not covered by the policy unless expressly agreed by Us in writing prior to the Cancellation date.
- 10.4** If this is a Group Policy The insurance cover in respect of an Insured shall terminate on the earliest of the following dates:
- (a) The date this Policy is terminated or cancelled;
 - (b) The premium due date if the required Premium for the Insured is not received.
 - © Where the Insured is a Spouse or Dependant Child on the date they ceases to be a Spouse or Dependant child as defined;
 - (d) The date on which the Insured commences active duty with the armed forces of any country.

11. Jurisdiction

Notwithstanding anything contained in this policy to the contrary the indemnity provided herein shall not be apply to: 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. Costs and expenses of litigation which are not incurred within Fiji.

12. Suit or Legal Action

- 12.1** 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.
- 12.2** Nothing in the Policy shall render us liable to respond to or lay a defence to any suite for damages which may be instituted by an Insured Group or Insured against any Doctor, or a person providing treatment, or Hospital or entity providing Hospital Services or other services under this policy, wherein an Insured or Insured Group may sue the Doctor or person providing treatment or Hospital or other entity for reasons of neglect, malpractice, or other causes arising from his / their acts errors, or omissions in respect of examination and/or treatment of the Insured.

13. Proposal

The truth of 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 shall be a condition precedent to any liability of Us to make any payment under this Policy.

14. Policy Amendment

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

15. Debt offset

Any claim payment payable under this policy may be used to settle any other premium or other debt owed by You to Us.

16. Premium Payment

16.1 Unless We have agreed to accept payment of the premium by instalments Your policy will become null and void if the premium is not paid in full to Us before the original inception date or any subsequent renewal date

16.2 Where We have agreed to accept payment of the premium by instalments:

We reserve the right in the event of a claim being made to require immediate payment of the balance of any annual premium; and all benefits under this policy will be forfeited if any instalment remains unpaid.

17. Named Group

If this is a group policy all communication will be between and us the group representative and it is the responsibility of the group representative to convey such communication to Insured's listed in the membership report as it sees fit. It is also the responsibility of the group representative to ensure that the membership report is correct and up to date.

