

POLICY TERMS AND CONDITIONS

The Dominion will indemnify you in respect of any legal liability (as defined) 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 if:

Any workman employed by you shall sustain any personal injury or illness by accident or disease and you shall be liable to pay compensation for such injury or illness under the Workmen's Compensation Act, or any amendments thereof in force at the commencement of this policy or any renewal date.

In addition, the Dominion will be responsible for all costs and expenses incurred with the written consent of the Dominion in connection with any claim for such compensation.

OPTIONAL COMMON LAW LIABILITY COVER

Where this optional extension has been specified in the policy schedule and an additional premium paid by you the policy is extended to indemnify you for:

1 All sums which you may become legally liable to pay by way of damages at Common Law in consequence of Injury or Disease happening to any Employee during the period of Insurance. ("Injury" and "Disease" shall have the same meaning as in the Workmen's Compensation Act or any amendment to or replacement of that Ordinance)

2 All costs of litigation and other expenses recovered by any claimant against you and all costs of litigation and other expenses incurred by the Dominion or with the Dominion's consent in respect of any claim or action alleging Injury or Disease to which the indemnity in this extension applies.

Provided that-

The liability under this extension in respect of all Injury or Disease happening to any one Employee (or more than one employee where the injury or disease arises out of one accident or event) during the period of Insurance shall not exceed the Limit of Liability as specified 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 The period of any temporary incapacity (weekly benefits) as specified in the policy schedule.

3 Any Liability for Injury or Disease caused by or arising from:

- (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, 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) Any unscheduled aerial flight or attempt at aerial flight.
- (d) Any process, treatment, conveyance, storage or handling of asbestos or materials containing asbestos.
- (e) Employment on any offshore oil or gas rig.
- (f) Underground activities
- (g) Underwater activities

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 of any occurrence which may give rise to a claim.
2. 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.
3. Take all reasonable steps to prevent further injury or disease.
4. Immediately send to the Dominion any legal process issued or commenced against the Insured, or any Ministry of Labour communication received, 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 of litigation.
2. Negotiate, pay, settle, admit or repudiate any Common Law claim.

C. In the event of any claim the Dominion shall be entitled:

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 **Inspection:-** The Company shall have the right and opportunity at all reasonable times to inspect the plant, works, machinery, and appliances used in the Insured's business.

8 **Precautions:-** The Insured shall take all reasonable precautions to prevent accidents and must comply with all statutory obligations relating to employee safety and occupational health.

9 Wages record:- The name and earnings of every workman employed by the Insured shall be entered regularly in a proper Wages Book, so that a record may exist of such workmen as are entitled to call upon the Insured for Compensation and this wages book must be available for inspection at any reasonable time by the Dominion.