CONSEQUENTIAL LOSS POLICY

Whereas the Insured name in the Schedule hereto has delivered to the Company a Proposal which it is agreed shall be the basis of this contract of insurance and in consideration of the Insured paying to the Company the first premium.

The Company agrees (subject to the Conditions expressed in, endorsed upon or attached to this Policy and which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if after payment of the premium any building or other property or any part thereof used by the insured at the Premises for the purpose of the Business be destroyed or damaged by :

1. Fire (whether resulting from explosion or otherwise) not occasioned by or happening through.

    (a) Its own spontaneous fermentation or heating or its undergoing any process involving the application of heat

    (b) Earthquake, Subterranean Fire, Riot, Civil Commotion, War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not), Civil War, Rebellion, Insurrection or Military or Usurped Power

2. Lighting

3. Explosion :

    (i) Of any boiler or economiser on the premises

    (ii) In a building not being part of any gas works, of gas used for domestic purposes or used for lighting or heating the building

    Such explosion not being occasioned by or happening through any of the perils specified in 1(b) above :

(destruction or damage so caused being hereinafter termed Damage) at any time before 4 o'clock in the afternoon of the last day of the period of insurance or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy and the business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with.

Then the Company will pay to the Insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided that the Company will not be liable for any loss under this Policy unless the Insured's property destroyed or damaged at the Premises is insured against such damage (loss arising out of destruction or damage by Boiler and/or Economiser explosion excepted) and the Company or Companies by which such property is insured shall have paid or admitted liability in respect of such damage.

And that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby.

CONDITIONS REFERRED TO IN THIS POLICY

1. This Policy shall be voidable in the event of misrepresentation or nondisclosure in any material particular.

2. This Policy shall be avoided if :

    (a) The business be wound up or carried on by a liquidator or receive or permanently discontinued; or

(b) The Insured's interest cease otherwise than by death, or

(c) Any alteration be made either in the business or in the premises or property therein whereby the risk of damage is increased, at any time after the commencement of this Insurance, unless its continuance be admitted by memorandum signed by or on behalf of the company.

3. If the claim be any respect fraudulent or if any fraudulent means or devices be used by the Insured or any one acting on his behalf, to obtain any benefit under this Policy or if any damage be occasioned by the wilful act or with the connivance of the Insured, all benefit under this Policy shall be forfeited.

4. This insurance does not cover loss resulting from interrupting to or interference with the business which interruption or interference is occasioned by or through or in consequence of :

(a) Explosion whether the explosion is occasioned by fire or otherwise except as stated on the face of this Policy

(b) Nuclear weapons material

(c) Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 4(c) only combustion shall include any self-sustaining process of nuclear fission

5. On the happening of any damage the Insured shall forthwith give notice thereof in writing to the Company any shall use due diligence and do and concur in doing all things reasonably practicable to minimise any interruption of or interference with the business and to avoid or diminish the loss and the insured shall forthwith deliver to the Company a statement in writing of any claim certified by the Accountant whose reasonable fee will be paid by the company with all particulars and details reasonably practicable of all loss and shall produce and furnish all books of account and other business books, invoices, vouchers and other documents, proofs, informations, explanations and other evidence and facilities as may reasonably be required for investigation of the verification of the claim or if required a statutory declaration in verification of the particulars. No claim under this Policy shall be payable unless and until the terms of this condition have been complied with and in the event of non compliance there with in any respect, any payment on account of the claim already made shall be repaid to the company forthwith.

ACCOUNTANT – The term "Accountant" under this Condition shall mean a professional Accountant to be appointed by the company and the Insured, or failing such appointment, nominated by the Fiji Institute of Accountants.

6. The Insured shall give notice to the Company of any insurance or insurances already effected or which may subsequently be effected, covering the subject matter of this Insurance or any part of thereof, and unless such notice be given and the particulars of such insurances be stated in or endorsed on this Policy by or behalf of the Company before the occurrence of any loss, all benefit under this Policy shall be forfeited.

7. The Insurance may be terminated at any time at the request of the insured, in which case the company will retain the customary short period rate for the time the Policy has been in force. The Insurance may also at any time be terminated at the option of the company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancelment.

8. Any claimant under this Policy shall at the request and at the expenses of the company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

9. If at the time of any damage resulting in a loss under this Policy there be any other insurance effected by or on behalf of the Insured covering such loss or any part of it, the liability of the company hereunder shall be limited to its rateable proportion of such loss.

10. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or, in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The making of an award shall, subject to any relevant Statutory provisions to the contrary, be a condition precedent to any right of action against the Company; but is such action be not commenced within one year of the making of an Award, the right of action shall be deemed to be abandoned and released.

    The Company shall not be liable in respect of any claim under this policy after the expiration of :

    (a) One year from the end of the indemnity period, or if later

    (b) Three months from the date on which payment shall have been made or liability admitted by the Insurers covering the damage giving rise to the said claim
    unless such claim in the meantime have been referred to Arbitration

11. Every notice and other communication to the Company required by these Conditions must be written or printed.

DEFINITION

GROSS PROFIT

The sum produced by adding to the Net Profit the amount of the Insured Standing Charges, or if there be no Net Profit the amount of the Insured Standing Charges less such proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business

NET PROFIT

The net trading profit (exclusive of all capital receipts and accretions, and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all Standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

TURNOVER

The money paid or payable to the Inured for goods sold and delivered and or services rendered in course of the business at the premises.

INDEMNITY PERIOD

The period beginning with the occurrence of the damage and ending not later than months thereafter during which the results of the business shall be affected in consequence of the damage.

INSURED STANDING CHARGES

Interest on Debentures, Mortgages, Bank Overdrafts and other Borrowed Capital; Bank Charges, Fees, Pensions, Superanuation Contributions, Insurance Premiums, Travelling Expenses, Advertising Expenses, Hire Purchase Payments, Sinking Fund and Capital Redemption Payments' Donations and Subscriptions. Depreciation, Repairs and Maintenance of Buildings, Fixtures, Fittings, Machinery, Plant and Vehicles; Salaries to Permanent Staff and Wages of Skilled Employees to an amount not exceeding $……..; Payroll Tax on aforesaid Salaries and Wages; Miscellaneous Unspecified Standing Charges not exceeding 5% of the amount payable in respect of the aforesaid Standing Charges.

RATE OF GROSS PROFIT

The Rate of Gross Profit earned on the Turnover during the Financial year immediately before the date of the damage.

to which such adjustments shall be made as may be immediately before the date of the damage, necessary to provide for the trend of business and for variations in or special

ANNUAL TURNOVER

The Turnover during he twelve months immediately before the date of the damage

STANDARD TURNOVER

The Turnover during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.

circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonable practicable the results which but for the damage would have been obtained during the relevant period after the damage

MEMO 1 **:** If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business wither by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

MEMO 2 **:** If any Standing Charges of the business to be not Insured by this Policy then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of the Net Profit and all the Standing Charges.