CONDITIONS

1. **Average Clause**

   If at the time of a claim it is found out that you have understated the value of your contents by more than 10% then you will be deemed to be your own insurer for the difference and we will only pay our rateable proportion of the loss. This will not apply if the claim does not exceed 5% of the sum insured.

2. **Other Interested Party**

   When an insured property is under mortgage or has an interested party and this is noted in the policy then in the event of a loss, payment will be made to the mortgagee or interested party whose receipt will discharge us fully.

3. **Other Insurance**

   If your property at the time of the loss or damage is also insured elsewhere for that loss or damage we will only pay our rateable portion of the loss.

4. **Reinstatement**

   Following a partial loss to your contents and after payment of the reinstatement premium we will reinstate your policy to the original sum insured.

5. **Payment of Premiums**

   The cover provided to you under this policy or any renewal of it is conditional upon you paying full premium within 30 days of the date of inception of this policy or date of renewal. Unless we have agreed in writing to an alternative arrangement, in which case the period is so extended, the policy will automatically become null and void from inception and be of no effect and we will not meet any claim where there is such a failure to pay within 30 days or as otherwise agreed in writing.

YEAR 2000 ENDORSEMENT

A. Sun Insurance Company Limited ("the Company") is not liable to meet any claim on this Policy which arises directly or indirectly from, or is in any way connected with, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to :

   1. correctly recognise any date as its true calendar date;

   2. capture, save or retain, and/or correctly manipulate, interpret or process any data information or command or instruction as a result of treating any date other than its true calendar date; and/or

   3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save retain or correctly process such data on or after any date.

B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.

C. It is further understood that the Company is not liable to meet any claim directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.

D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognise any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss or where applicable injury (including bodily injury) or expenses incurred referred to in A, B, C or D above is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Subject otherwise to the terms and conditions of the policy.

SUN insurance
Company Limited

HOUSE CONTENTS INSURANCE POLICY

SUN Insurance Company Limited welcomes you as a valued policyholder. Our office personnel and our agents all around the Fiji Islands will be happy to explain to you the full policy conditions.

1. **Basis of Contract**
   We issue this policy of insurance to you upon reliance on the information provided by you in the proposal form and the declarations therein. The proposal forms the basis of this contract of insurance and is part of this policy.

2. **Policy Schedule**
   The Policy Schedule also forms part of your policy and records the details of your property covered by the policy and any other endorsements, which apply to this policy. This is again based on the information provided by you.

3. **Declaration**
   It is important that all statements you made to us are truthful and correct. You have agreed that the information provided is true and accurate. All relevant information must be disclosed to us. Should there be any failure in this respect on your part we may decline any claim made by you.

4. **Variations**
   You may have this policy varied with our mutual agreement. We may alter terms of this insurance in which case we will write by ordinary mail to you at your postal address provided to us and recorded in the policy schedule. The change will take effect 7 days after the date of advice from us. Our letter will be deemed to have reached you after the expiry of two working days excluding the day of posting.

5. **Cancellation**
   You may cancel this policy at any time by writing to us. We will refund 85% of your unused premium. We may cancel this policy at any time by giving 14 days notice in writing. Such notice may be delivered to you personally or posted by ordinary mail to the postal address provided by you and recorded in the policy schedule. In the case of posting the notice will be deemed to have reached you after the expiry of two working days excluding the day of posting. We will refund your unused premium.

6. **Jurisdiction**
   We will only be liable for claims occurring in Fiji and action for damages brought in the Fiji courts and subject to Fiji laws.

7. **Definitions**

(a)	We / Our / Us	Means SUN Insurance Company Limited
(b)	You / Your	Means Insured i.e. Name in the Policy Schedule
(c)	Contents	Means all your domestic furniture, furnishing, home appliances, household and personal effects, jewellery owned by you and your family who reside with you at the situation named in the Policy Schedule
(d)	Indemnity Value	Means the value at time of loss or cost of repairing, replacing to a condition no better than new less depreciation and deferred maintenance.

WHAT YOUR HOUSE CONTENTS ARE COVERED FOR

The indemnity value for loss, damage or destruction arising from :

(a) fire, lightning, explosion, thunderbolt

(b) burglary, theft or malicious damage caused by persons not normally living or lawfully living in your house

(c) impact by vehicles, animals not owned by you or under your control, aircraft, aerials, masts or satellite receiving dish

(d) falling trees or branches not caused by you or someone under your instructions

(e) water or oil discharged, overflowing or leaking from any water cooling or heating system installation

(f) riots, strikes and civil commotion

(g) accidental breakage of fixed glass, fixed mirrors, fixed basins, lavatory pans, sinks, fixed shower bases or baths

(h) earthquake, subterranean fire, volcanic eruption, tidal wave or tsunami

OPTIONAL COVER

The following cover will be provided on the payment of additional premium.

(i) Cyclone, Gale, Hurricane, Windstorm.

Damage, destruction or loss to your contents caused by cyclone, gale, hurricane or windstorm will only be covered if your house is constructed in accordance with building standards and codes applicable to the building industry and the requirements of any legislation, regulations, orders or by-laws. Your house must also have a current engineers certificate which certifies your building is able to withstand 57mls of windspeed.

All fixed glass on the ground levels and first floor level including external windows, fixed glass panels, skylights, glass doors are to be protected by cyclone shutters. Such shutters are to be constructed in accordance to the standards laid by the Fiji Institute of Engineers. The shutters are to be put up immediately after an official cyclone warning and are to remain in place until the official cyclone warning is over.

(ii) Personal Effects

Replacement or repair for accidental loss or damage to your personal effects anywhere in Fiji. Such personal effects worn or carried by you must be stated in the Policy Schedule.

(iii) Domestic Workmens Compensation

If you have selected this cover we will cover your legal liability to domestic employees under the Workmens Compensation Act and common law to a maximum of $25,000.

ADDITIONAL BENEFITS

(a)	Fusion	-	Loss or damage to household electrical apparatus items caused by the actual burning out of such parts by the electrical current therein. But excluding damage to stereos televisions, video recorders, DVD players, computers, all electronic equipment or satellite dish.
(b)	Freezer Goods	-	This is payable if there is a burning out or fusion in your refrigeration unit and food is contaminated. We will pay up to $250.
(c)	Fatal Injury	-	Compensation for fatal injury is payable in the event the Insured or spouse is injured by outward and visible violence by burglars or housebreakers. Compensation payable in the event of death is $2,500. Such death must ensue within 90 days of such injury.

DEDUCTIBLES

Where a claim is made under this policy for any loss payment will be made after the following deductions :-

(a)	Windstorm	-	10% of the amount of the final adjusted loss, minimum $250 maximum 5% of the sum insured
(b)	Earthquake	-	5% of the sum insured, minimum $1,000 maximum $2,500
(c)	Other Perils	-	$ 250

GENERAL EXCLUSIONS

We set out under this heading, those items of loss and damage for which you are not covered or for which cover is limited as provided in the listed items.

(1) The insurance does not cover any destruction or damage to your property occasioned by or happening directly or indirectly through :

- (a) War, invasion, act of foreign enemy, hostilities or war like operation (whether war be declared or not), civil war
- (b) Popular Rising, Military Rising, insurrection, rebellion, military or usurped power or actions of any person or persons acting on behalf of or in connection with any organization the objects of which include overthrowing or influencing any de facto government by terrorism or violent means.

(2) You are also not covered if loss, destruction or damage to your property is caused by or due to :

- (a) Any deliberate fire whether to the insured property or not and whether started by you or not
- (b) Nuclear fuel, ionising radiation or contamination by radioactivity
- (c) Wear and tear, depreciation, gradual deterioration
- (d) Defective workmanship, defective designs and materials
- (e) Renovation or alteration to the house
- (f) Confiscation, acquisition or forfeiture by or to the government or local authority
- (g) Subsidence, landslip, erosion, cracking
- (h) Any business or trade
- (i) Burglary or theft without any physical or violent entry into the premises
- (j) Flood

(3) Cash, bank notes, stamps, money orders, bonds having a combined value over $100

(4) Loss or damage sustained whilst the building is unoccupied or uninhabited for more than 30 consecutive days

(5) Consequential loss

(6) Jewellery having a value over $200 unless endorsed in the schedule and the valuations provided were previously approved by us.

(7) Injury sustained by any domestic employees whilst engaged in building alteration, construction or renovation

(8) The following losses by cyclone, gale, hurricane or windstorm is excluded under this policy.

- damage by rain or other water unless the rain or water has entered a building through an opening made by the windstorm in the roof or any wall of the building
- damage caused by flood, high waters, sea, erosion, subsidence or landslide
- damage to external solar heating equipment, water tanks, gates, fences, awning, blinds, signs, power or aerial masts, decorative masi, thatching or any other fixture or fitting external to a building
- damage to any property which has been damaged by windstorm prior to commencement of this policy and which has not been repaired
- losses caused within 7 days of acceptance of windstorm cover by SUN Insurance

CLAIMS

On an event of a claim or an event likely to give rise to a claim you must comply with the following :

(a) Advise us immediately of the loss and forward us a completed claim form within 30 days from date of loss

(b) Take all reasonable precautions to prevent further loss, damage or liability

(c) Inform the police immediately of any malicious damage, burglary, housebreaking, theft or attempt thereat

(d) Notify us immediately of any claims made on you by another party and forward us any legal documents served on you and you must allow us to defend or negotiate settlement on your behalf

(e) Enable us to enter your house and deal with salvage which we think is necessary

(f) You must co-operate with us and comply with all requests we may make for information and provide any other assistance sought from you in respect of any claim made by you.

(g) Where someone else is responsible for damage to the insured property, we reserve the right to sue that person in your name and recover any payments made by us and you must co-operate with us in our attempts at recovery and give evidence in court when called upon to do so.

FAILURE TO DO SO WILL RESULT IN THE DECLINE AND NON PAYMENT OF YOUR CLAIM AND FURTHER ENTITLE US TO CANCEL YOUR POLICY OR TO RECOVER ANY PAYMENT ALREADY MADE TO YOU

Please note - (i) We will not pay on a claim in respect of any loss or damage caused by your wilful, intentional or reckless act or failure to take reasonable precautions to protect your property.

(ii) We will not pay any claims if you have given any false statement or declaration in contracting your policy or when making any claim or if your claim is in any way false or fraudulent. Should we have already paid any claim you will be required to refund any payment made or benefit obtained.