Electronic Equipment

Electronic Equipment

SUN Insurance (referred to as 'the Insurers') will indemnify or otherwise compensate the Insured named in the Schedule (referred to as 'the Insured') in accordance with and subject to the terms and conditions of this insurance in return for the Insured having paid or agreed to pay the Insurance Premium for the Period of Insurance.

The proposal made to the Insurers by or on behalf of the Insured whether in writing or otherwise shall form the basis of the contract.

The Schedule Exclusions Extensions and Conditions are all part of this Policy and shall be read together as one document.

Any word or expression to which a specific meaning has been given shall have the same meaning wherever it may appear in this Policy.

Please read all the pages of this Policy and Schedule carefully to ensure that your insurance requirements are met.

Contents

Definitions	4
Cover Options	8
Limit of Liability	10
Extensions	11
Reinstatement	12
Exclusions	13
General Exclusions	17
Special Conditions	20
General Conditions	22
Claims Conditions	25
Complaints Procedure	28
Notifying Claim	29

Definitions

Territorial Limits

The Republic of the Fiji Islands.

Premises

a Any building in the sole occupancy of the Insured or

b where the Insured is not the sole occupier the parts of the building occupied by them.

Location

The addresses shown in the Schedule.

Insured Property

Owned Equipment

Electronic equipment described in the Schedule belonging to the Insured or for which they are responsible under a hire purchase or lease agreement.

Hired in Equipment

Electronic equipment described in the Schedule hired by the Insured and for which they are responsible under the terms of their hiring agreement or otherwise but not equipment on hire purchase or subject to a lease agreement or on free loan.

Data Media

a Data carrying materials of all types

b software programs or data

other than paper records or paper licenses.

Maintenance Agreement

A maintenance rental hire or lease agreement providing at an inclusive cost on-call remedial maintenance with free repair or replacement in the event of breakdown arising out of normal use.

Corruption

Loss distortion corruption or erasure of software programs or data forming part of Data Media.

Definitions *continued*

Virus or Similar Mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not. This includes but is not limited to virus Trojan horses worms and logic bombs.

Hacking

Unauthorized access to any computer or other equipment or component or system or item whether part of the Insured Property or not which processes stores transmits or retrieves data.

Accident

a Loss or damage insured under Cover One Two or Three "a" which is not specifically excluded by the Exclusions or General Exclusions other than Exclusion 2 Breakdown.

b Loss or damage covered by a guarantee or Maintenance Agreement on the Insured Property.

c The failure of any telecommunications system used in connection with the Insured Property caused by accidental physical damage occurring within the Territorial Limits.

d The accidental failure or fluctuation of the supply of electricity to the Insured Property.

e Denial of access to or use of the Insured Property by the Insured due to

- i loss of or damage to other property at or in the vicinity of any Location specified in the Schedule
- ii the exercise by any public or Police authority of its powers for the sole purpose of safeguarding life or property.

Indemnity Period

The period beginning with the occurrence of the Accident or Corruption and ending when the results of the Business cease to be affected in consequence of the Accident or Corruption but not exceeding the period shown in the Schedule as the Indemnity Period.

Time Exclusion

The period stated in the Schedule beginning with the occurrence of the Accident during which Financial Loss is not covered.

Definitions *continued*

Gross Profit

The amount by which the sum of the Turnover and the value of any closing stock shall exceed the sum of the value of any opening stock and the amount of the Uninsured Working Expenses.

Notes

a The values of the opening and the closing stocks shall be arrived at in accordance with the normal accountancy methods of the Insured due provision being made for depreciation.

b The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

Uninsured Working Expenses

All expenses of the Business which vary in direct proportion to any variation in the Turnover.

Turnover

The money paid or payable to the Insured for goods sold and for services rendered in the course of the Business.

Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Accident.

Annual Turnover

The Turnover during the twelve months immediately before the date of the Accident.

Standard Turnover

The Turnover during that period in the twelve months immediately before the date of the Accident which corresponds with the Indemnity Period (appropriately adjusted where the Indemnity Period exceeds twelve months).

Note

Adjustments shall be made to the figures representing the Rate of Gross Profit the Annual Turnover and the Standard Turnover as may be necessary to provide for the trend in the Business and for variations in or other circumstances affecting the Business either before or after the Accident or which would have affected the Business had the Accident not occurred so that the adjusted figures shall represent as nearly as may be practicable the result which but for the Accident would have been obtained.

Definitions *continued*

Estimate

The amount declared to the Insurers as representing not less than the Gross Profit which the Insured anticipates will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (proportionately increased where the Indemnity Period exceeds twelve months).

Cover Options

Cover One

Owned Equipment

Loss of or damage to Owned Equipment while at any Location shown in the Schedule within the Territorial Limits.

Cover Two

Hired in Equipment

The legal liability of the Insured under the terms of their hiring agreement or otherwise to pay

a compensation for loss of or damage to Hired In Equipment while at any Location shown in the Schedule within the Territorial Limits and

b continuing hire charges as a result of loss of or damage to Hired In Equipment for which indemnity is provided by above.

In addition the Insurers will pay all expenses for which the Insured may be liable where legal proceedings have been defended with the written consent of the Insurers.

Cover Three

Data Media

a Loss of or damage to data carrying materials

b The cost necessarily and reasonably incurred by the Insured in

i recompilation of software programs or data from other records

ii repurchase of proprietary software following Corruption

anywhere in the World.

Cover Four

Additional Expenditure

Additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period to prevent or minimize interruption of or interference with the operations of the Business carried out by the Insured Property in consequence of

a an Accident

b Corruption

which occurs during the Period of Insurance.

Cover Options *continued*

Cover Five
Business Interruption

The Financial Loss of the Insured resulting from interruption of or interference with the Business during the Indemnity Period in consequence of an Accident.

Financial Loss means

a in respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of an Accident fall short of the Standard Turnover

b in respect of increase in cost of working the costs necessarily and reasonably incurred for the sole purpose of preventing or minimizing the reduction in Turnover which but for those costs would have taken place during the Indemnity Period in consequence of the Accident but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of reduction in Turnover avoided by the costs incurred

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business as may cease or be reduced in consequence of the Accident.

Limit of Liability

The liability of the Insurers under this Policy arising from one occurrence of Accident or Corruption shall not exceed

Cover One

The Limit of Liability shown in the Schedule.

Cover Two

The Limit of Liability shown in the Schedule.

Provided that the liability of the Insurers shall not exceed

a under Cover Two a the new replacement value of Hired In Equipment lost or damaged

b under Cover Two b the hire rate paid by the Insured prior to the loss or damage up to a maximum amount of $5,000 and continuing for a maximum period of three months.

Cover Three

The Limit of Liability shown in the Schedule.

Cover Four

The Limit of Liability shown in the Schedule.

Cover Five

133 1/3% (one hundred and thirty three and a third percent) of the estimate shown in the schedule as the Limit of Liability.

Extensions

The amounts shown in the Extensions.

Extensions

This Policy is extended to cover

1 Additional Equipment

a additional items of Owned Equipment of similar type as described in the Schedule

b items of equipment of similar type as described in the Schedule on loan or trial for a continuous period not exceeding three months

during the Period of Insurance.

Provided that

i the value of equipment covered under this extension shall not exceed 25% (twenty five percent) of the amount stated in the Schedule under Cover One or $5,000 whichever is less

ii so far as the Insured is aware the additional equipment is free from any material defect

iii the value of the equipment is included in the next declaration in accordance with Condition 7.

2 Claims Preparation Cost

The necessary and reasonable cost incurred in producing and certifying any particulars or details required by the Insurers in connection with a claim for which liability has been accepted but limited to

a additional cost incurred by employees of the Insured

b additional fees incurred by the usual auditors of the Insured

c cost of materials used in furnishing the requirements of the Insurers.

Provided that the liability of the Insurers shall not exceed $5,000.

3 Debris Removals

The cost necessarily and reasonably incurred by the Insured in :

a Removing debris

b Dismantling and/or demolishing

c Shoring up propping and/or protecting following damage insured by Cover One.

Provided that the liability of the Insurers shall not exceed $5,000

Reinstatement

The amount payable under Cover one of this Policy shall be the cost of reinstatement of Insured Property lost or damaged.

Provided that

a reinstatement shall mean

  i replacement of any item lost or damaged beyond repair by new property of equal performance and/or capacity

  ii repair of any item otherwise damaged to a condition equal in performance and/or capacity to its condition when new

b reinstatement shall be carried out without delay and in the most economical manner

c where any Insured Property is damaged or lost in part only the liability of the Insurers shall not exceed the cost of reinstatement had it been wholly lost

d no payment shall be made until reinstatement has been carried out

e the amount payable under this clause shall not exceed the new replacement value of the Insured Property lost or damaged

f if reinstatement is not carried out the amount payable shall be the cost of indemnifying the Insured Provided that such cost does not exceed the cost of reinstatement

g reinstatement is subject to Special Condition 2 Obsolete Property.

Exclusions

This Policy does not cover

1 Excess

The amount stated in the Schedule as the Excess in respect of each and every occurrence for which the Insured is indemnified by this Policy.

2 Breakdown or Derangement

Damage to an exchangeable component of an item forming part of the Insured Property due to its own electrical or mechanical breakdown or derangement.

This Exclusion does not apply to subsequent damage to other components of the item or any legal liability cost additional expenditure or Financial Loss that would be covered under this Policy but for the application of this Exclusion.

3 Time Exclusion if no Maintenance Agreement

a In respect of Cover Four additional expenditure incurred during the first 48 hours following an occurrence of Accident or Corruption or

b in respect of Cover Five Financial Loss incurred during

i the first 48 hours or

ii the Time Exclusion stated in the Schedule

Whichever is the greater following the occurrence of an Accident

to any item of Insured Property for which a Maintenance Agreement is not in force.

4 Time Limitation

Additional expenditure or Financial Loss commencing more than 12 months after the date on which the Accident or Corruption occurred.

5 Value of Data

The value to the Insured of data stored on Insured Property.

6 Other Consequential Loss

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for in this Policy.

7 Guarantee or Maintenance Agreement

Loss or damage covered under a guarantee or Maintenance Agreement.

Exclusions *continued*

This Policy does not cover

8 Electricity Supply

Additional expenditure or Financial Loss in consequence of failure or fluctuation of the supply of electricity directly or indirectly due to

a a deliberate act not performed for the sole purpose of safeguarding life or protecting any part of the supply system

b a scheme of rationing not necessitated by accidental damage to the generating or supply distribution equipment

c the inability of the supplier to maintain the supply system due to industrial action.

9 Telecommunications Systems

Additional expenditure or Financial Loss in consequence of failure of any telecommunications system directly or indirectly due to

a the use by the Insured of equipment which is not approved by the telecommunications supplier

b failure of any satellite before it has obtained its full operating function or when it is in or past the final year of its design life

c atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite

d the deliberate act of any telecommunications supplier to withhold or restrict operation of the system or the inability of the supplier to maintain the system due to industrial action.

This Policy does not cover loss damage legal liability cost additional expenditure or Financial Loss consisting of or in consequence of

10 Auxiliary Materials Consumables or Items Requiring Periodic Replacement

Damage to

a auxiliary materials and consumables including but not limited to development fluids reagents toner coolant and extinguishing medium cassette ribbons films image and sound carriers film/foil combinations specially prepared paper and typeface carriers

b light sources fuses non-rechargeable batteries filters cutters bits tools and items which require periodic replacement

Exclusions *continued*

This Policy does not cover loss damage legal liability cost additional expenditure or Financial Loss consisting of or in consequence of

11 Wear and Tear or Gradual Deterioration

Wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation.

12 Property In Unattended Vehicle

Theft or attempted theft while Insured Property is in an unattended vehicle unless

a the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened

b the vehicle is in a locked garage or compound overnight

c the Insured Property is concealed from view

  i in a locked boot or covered luggage compartment in a motor car or

  ii in an enclosed luggage area of a van or lorry

d any alarm system fitted to the vehicle is activated.

13 Insufficient or Improper Packing or Packaging

Damage during transit due to insufficient or improper packing or packaging.

14 Sea or Air Transit

Damage during transit by sea or air.

15 Testing or Commissioning

Damage to any item of Insured Property caused by its own breakdown or derangement before the satisfactory completion of testing or commissioning.

16 Unproven Software Programming Errors Or Design Defects

a use of software programs on which development has not been finalized or which has not passed all testing procedures and has not been successfully proven.

b programming errors or design defects in software.

17 Prototype Experimental or Untried Equipment

Damage to equipment which is prototype experimental or untried.

Exclusions *continued*

This Policy does not cover loss damage legal liability cost or additional expenditure or Financial Loss consisting of or in consequence of

18 Incorrect Storage of Data Media

Failure of the Insured to comply with the manufacturers' recommendations relating to the storage of Data Media.

19 Inventory Loss or Unidentifiable Occurrence

Loss due to

a disappearance or shortage if the disappearance or shortage is only revealed when an inventory is made or

b theft of Insured Property being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Conditions including reporting the matter to the Police.

20 Scratching

Scratching of painted or polished surfaces unless accompanied by other indemnifiable damage to the item.

21 Cyclone

Cyclone damage unless property in which the insured's items are contained has a valid engineer's certificate.

General Exclusions

This Policy does not cover loss damage legal liability cost or additional expenditure or Financial Loss consisting of or in consequence of

1 War and Kindred Risks

a loss damage or Corruption directly or indirectly caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power confiscation nationalization or requisition or destruction of or damage to property by order of the Government Public Municipal or Local Authority.

b in the case of Insured Property outside Great Britain Northern Ireland the Isle of Man and the Channel Islands loss damage or Corruption directly or indirectly caused by warlike operations mutiny conspiracy martial law state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege riot civil commotion strike lock-out persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organization.

2 Terrorism

Loss damage or Corruption directly or indirectly caused by resulting from or in connection with

i any act of Terrorism regardless of any other cause or event contributing concurrently or in any others sequence to the loss

ii any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

iii riot or civil commotion in Northern Ireland

In respect of the above an act of Terrorism means

Any act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

In any action suit or other proceedings where the Insurers allege that by reason of this Exclusion any loss damage or liability is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving the contrary shall be on the Insured.

In the event any part of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

General Exclusions *continued*

This Policy does not cover loss damage legal liability cost or additional expenditure or Financial Loss consisting of or in consequence of

3 Radioactive Contamination

Loss damage or Corruption directly or indirectly caused by or contributed to by or arising from

a ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

b the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof

c any weapon or other device utilizing radioactive material and/or matter and/or ionizing radiation and/or atomic or nuclear fission and/or fusion or other like reaction.

4 Pollution or Contamination

Loss or damage or Corruption directly or indirectly caused by or contributed to by or arising from pollution or contamination.

This Exclusion shall not apply to cost arising from pollution or contamination of Insured Property caused directly by an occurrence which is insured by this Policy.

5 E Risks

Loss damage or Corruption directly or indirectly caused by or occasioned by or arising from or in consequence of Virus or Similar Mechanism or Hacking.

6 Computer Date Recognition

Loss damage or Corruption directly or indirectly caused by the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not

a correctly to recognize any date as its true calendar date

b to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

General Exclusions *continued*

c to capture save retain or correctly to 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 to process such data on or after any date

But this Exclusion shall not apply to subsequent loss or damage arising from or caused by fire lightning explosion aircraft or other aerial devices or articles dropped there from riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal which would but for the application of this Exclusion be insured by this Policy.

Special Conditions

1 Restricted Life

In respect of loss of or damage to tubes and intermediate image carriers the amount payable will decrease proportionately to the estimated remaining life of the items at the time of loss or damage.

This Special Condition does not apply where

a loss or damage is due to fire lightning explosion water damage theft or attempted theft

b a special agreement has been made and endorsed on this Policy and additional premium has been paid by the Insured as required.

2 Obsolete Property

In the event of loss of or damage to any item of Insured Property which is unobtainable or for which spares or parts are no longer manufactured or available at the manufacturers listed prices the liability of the Insurers shall be limited to the cost of the repair or replacement of an equivalent item of equipment which is in current production and for which spare parts are readily available.

3 Duplicate Records

The Insured shall

a back up data records and update the records no less frequently than once every seven days

b where possible maintain up to date duplicate copies of software programs

c store back up data records and up to date duplicate software programs away from the building where the original software programs and data is held

d observe the manufacturer's and/or suppliers recommendations for the storage verification and security of Data Media.

4 Physical Security Standards

The liability of Insurers in respect of theft or attempted theft from any Location occupied by the Insured is conditional on

Doors

All external doors and internal doors leading to other parts of the building not in the sole occupation of the Insured being secured out of normal working hours or when the Location is unoccupied as follows

a aluminium doors must be fitted with a cylinder mortise deadlock

b armour plate doors must be fitted with the locks supplied by the manufacturer

c doors less than 4.5 cms thick must be fitted with a deadlocking rimlatch

d other single leaf doors must be fitted with mortise deadlock and boxed striking plate.

Special Conditions *continued*

e the standing leaf of double leaf doors must be fitted with bolts top and bottom and the other leaf fitted with a lock appropriate to the construction of the door as specified above.

Windows

All external opening ground floor windows and other windows accessible from decks fire escapes or downpipes being fitted and secured out of business hours with key operated window locks.

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements.

General Conditions

1 Survey and Risk Improvement – Subjectivity Condition

It is a Condition of this Policy that

a the Insurers have the right to carry out a survey of the risks insured at any time mutually agreed with the Insured

b the Insured shall comply with all survey risk requirements stipulated by the Insurers within the completion time scales specified by the Insurers.

In the event that a risk requirement is not completed or risk requirement procedures are not introduced within the completion time scales specified by the Insurers then the Insurers reserve the right to either continue cover subject to alteration of the terms and Conditions of such cover or to suspend cover effective from the expiry of any time period specified by the Insurers for completion/introduction of the required survey risk improvements until such risk requirement is completed or risk requirement procedures introduced.

If the terms or Conditions of cover are amended by the Insurers then the Insured will have fourteen (14) days to accept or reject the revised basis of cover.

If the Insured elect to reject the revised basis of cover then the Insured will be entitled to a refund of premium (subject to an administration charge) provided that no claim has been made during the current Period of Insurance.

If the Insurers exercise the right to suspend cover then the Insured will be entitled to a refund of premium in respect of such period that cover is suspended provided that no claim has been made during the current Period of Insurance.

All other terms and Conditions of this Policy shall apply to the extent that they are not in conflict with this Condition.

2 Observance of Policy Terms

The liability of the Insurers will be conditional on the insured complying and as appropriate any other person entitled to indemnity complying as though they were the Insured with the terms of this Policy.

3 Policy Voidable

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.

General Conditions *continued*

4 Alteration In Risk

The insurance provided by this Policy shall be avoided if

a the Business is wound up or carried on by a liquidator or receiver or permanently discontinued

b the interest of the Insured ceases for any reason other than death

c any alteration is made in the Business or in the Location specified in the Schedule or the Insured Property which increases the risk of an Accident or Corruption

d any standby or reserve equipment or any other risk minimizing factors present at the inception of or which has been notified to the Insurers during the currency of this Policy is reduced discontinued or not maintained in an efficient working order and available for immediate use unless the Insurers agree in writing to continue the insurance provided by this Policy.

5 Reasonable Precautions

The Insured shall take all reasonable precautions to safeguard the Insured Property against loss or damage.

The Insured shall also maintain the Insured Property in an efficient condition and take all reasonable steps to ensure that all Government and other Regulations relating to the operation and use of the Insured Property are observed.

6 Cancellation

The Insurers may cancel this Policy by giving the Insured thirty (30) calendar days notice in writing at their last known address. Provided the premium has been paid in full and no claim has been made during the Period of Insurance the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this Policy is paid by instalments and in the event that the Insured fail to pay one or more instalments whether in full or in part the Insurer maycancel the Policy by giving the Insured seven (7) working days notice in writing at their last known address.

7 Renewal Requirement

Prior to each renewal the Insured shall supply to the Insurers for the forthcoming Period of Insurance details of

a the new replacement value of Owned Equipment and Data Media

b the estimated hiring charges for Hired In Equipment

c the Estimate in respect of Cover Five

d Locations where Insured Property will be situated

General Conditions *continued*

8 Declarations

Cover Two – Hired In Equipment

The premium payable under Cover two is based on estimates declared to the Insurers and is subject to adjustment.

Within one month following expiry of the Period of Insurance the Insured shall supply to the Insurers a declaration of the total hiring charges paid or payable for Hired in Equipment on hire during the Period of Insurance.

Cover Five –Business Interruption

The premium payable under Cover five is based on the Estimate declared to the Insurers and is subject to adjustment.

Within six months following the expiry of the Period of Insurance the Insured shall provide to the Insurers a declaration of the Gross Profit or the Revenue certified by the auditors of the Insured earned during the financial year most nearly concurrent with the Period of Insurance.

9 Applicable Law

Fijian Law will apply to this contract of insurance unless the Insured and the Insurers agree otherwise.

10 Adjustment of Premium

Cover Two –Hired In Equipment

If the premium calculated on the basis agreed between the Insurers and the Insured on the declarations made for the Period of Insurance exceeds or falls short of the deposit then the Insured shall pay or the Insurers shall refund the difference as the case may be subject to a minimum retention of 75% (seventy five percent) of the deposit or the minimum annual premium retention specified in the Schedule whichever is the greater.

Cover Five – Business Interruption

In the event of the declaration (proportionately increased where the Indemnity Period exceeds twelve months) being less than the Estimate a prorata return of premium not exceeding 75% (seventy five percent) of the premium paid on the Limit of Liability will be made in respect of the difference.

If the declaration (proportionately increased where the Indemnity Period exceeds twelve months) is greater than the Estimate the Insured shall pay a pro rata additional premium in respect of the difference.

If any Accident shall have occurred giving rise to a claim under this Policy the Insurers will increase the declaration for the purpose of premium adjustment by the amount by which the Gross Profit or the Revenue was reduced during the financial year in consequence of the Accident.

Claims Conditions

1 Claims Procedures

In the event of any occurrence giving rise or likely to give rise to a claim under this Policy the Insured shall

a notify the Insurers as soon as practicably possible by telephone and in writing

b preserve any damaged or defective Insured Property for inspection by the Insurers representatives

c in the case of Insured Property lost stolen or willfully damaged take all steps (including immediate notice to the Police) to discover any guilty person and recover the property

d carry out and permit to be taken any reasonable action to prevent further loss damage liability cost additional expenditure or Financial Loss

e in the case of any claim made against the Insured by any third party forward every claim writ or other document immediately and unacknowledged to the Insurers

f not pay or offer or agree to pay any money or make any admission of liability without the prior consent of the Insurers

g furnish at their own expense all particulars and information as the Insurers require

h allow the Insurers in the name of and on behalf of the Insured to take over and during such periods as they think proper to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and its settlement and the Insured shall give the Insurers all necessary assistance for that purpose

i in the case of Financial Loss within thirty (30) days of the expiry of the Indemnity Period or any further period the Insurers may allow in writing provide details of the loss and produce books of account or other business books or documents or any other proofs information or evidence as the Insurers may require for the purposes of investigating or verifying the claim.

2 Options for Claims Settlement

a The Insurers may at their option repair reinstate or replace what is lost or damaged or pay for the loss or damage in money.

If any Insured Property is to be reinstated or replaced by the Insurers the Insured shall at their own expense provide all such plans documents books and information as may reasonably be required.

The Insurers shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner.

Claims Conditions *continued*

b The Insurers shall not be liable for the cost of repairs undertaken without their written consent except in urgent cases where it has been necessary to put minor repairs in hand provided that

i the requirements of Claims Conditions 1 and 5 have been complied with and

ii the repairs are carried out to the satisfaction of the Insurers.

c Where loss or damage is confined to a part of an item the Insurers shall be liable for the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible.

d The Insurers shall only be liable for legal liability cost additional expenditure or Financial Loss resulting from the period of repair or replacement of the part plus necessary dismantling and erection for which the Insured is responsible.

e The Insured shall not be entitled to abandon any property to the Insurers whether taken into the possession of the Insurers or not.

3 Fraud or Wilful Act

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on their behalf to obtain any benefit under this Policy or if any loss or damage is caused by the willful act or willful neglect of the Insured all benefit under this Policy shall be forfeited.

4 Other Insurances

The Insurers will not indemnify the Insured in respect of loss damage legal liability cost additional expenditure or Financial Loss which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

5 Subrogation

Any claimant under this Policy shall at the request and expense of the Insurers take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Insurers.

6 Arbitration

If any difference arises as to the amount to be paid under this Policy the difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of the award shall be a condition precedent to any right of action against the Insurers.

Claims Conditions *continued*

7 Average

If at the time of the loss or damage the new replacement value of Owned Equipment exceeds the sum declared by the Insured for the purpose of calculation of premium under Cover One the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. For the purpose of this Condition reference to Owned Equipment shall not include additional equipment for which insurance is provided by Extension 1 Additional Equipment.

8 Alternative Premises

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at any Location specified in the Schedule for the benefit of the Business either by the Insured or by others on their behalf the money paid or payable to the Insured in respect of such sales or services shall be brought into account in arriving at the Turnover or Revenue during the Indemnity Period.

9 Departmental Trading

If the Business is conducted in departments the independent trading results of which are identifiable the provisions of clauses a and b of Cover Five shall apply separately to each department affected by the Accident.

Complaints Procedure

SUN Insurance aims to get it right, first time, every time. If we (the Insurers) make a mistake we will try to put it right promptly. We will always confirm to you (the Insured) the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected. If we have not resolved the situation within eight weeks we will provide you with information about the organisation with whom you may refer your complaints to. Should you wish to make a complaint then it should be directed to the General Manager at SUN Insurance location shown below:

SUN Insurance Company Limited
1st Floor Harbour Front Building
Rodwell Road
Suva

P.O Box 16976
Suva

Tel : (679) 3313822
Fax : (679) 3313882
Email : complaints@suninsurance.com.fj

Using our complaints procedure or referral does not affect your legal rights.

Notifying a Claim

Claims under this Policy should be notified to the Insurers in accordance with the Claims Conditions of the Policy at the following SUN Insurance Office. Please provide your Policy number and as much information as possible about the claim:

SUN Insurance Company Limited
1st Floor Harbour Front Building
Rodwell Road
Suva

P.O Box 16976
Suva

Tel : (679) 3313822
Fax : (679) 3313882
Email : claims@suninsurance.com.fj

Using our complaints procedure or referral does not affect your legal rights