SUN INSURANCE

MARINE HULL POLICY WORDINGS



MARINE HULL INSURANCE POLICY

Whereas the Insured named in the Schedule herein (hereinafter called "the Insured") has made or caused to be made to SUN Insurance Company Limited (hereinafter called "the Company") a written Proposal and Declaration which it is hereby agreed shall together with all Statements made in writing by the Insured or anyone acting on behalf of the Insured for the purposes of this Policy be the basis of this contract and be considered as incorporated herein and the particulars set forth in such Proposal Declaration and Statements shall in all cases be deemed to be furnished by or on behalf of the Insured and whereas the Insured has paid or agreed to pay to the Company the sum stated in the said Schedule as Premium for the Insurance hereinafter contained for the period stated in the said Schedule.

NOW THIS POLICY WITNESSETH that in consideration of the Insured effecting this policy promising to pay to the Company a Premium at and after the rate as shown in the Schedule for such insurance the said Company takes upon itself the burden of such Insurance to the amount as shown and promises and agrees with the Insured their Executors Administrators and Assigns in all respects truly to perform and fulfil the Contract contained in this Policy, AND it is hereby agreed and declared that the said Insurance shall be and is an Insurance for the period and on the conditions shown herein, the subject matter of this Policy as between the Insured and the said Company of and in the Ship or Vessel described herein.

The Company will indemnify you in respect of any vessel insured which is lost or damaged (as defined below) during the period of insurance and subject to all Terms and Conditions of this Policy. The Company's Liability shall not exceed the sum insured for each Item insured. Where the sum insured is based on a valuation the Company's Liability shall not exceed the value of each item as identified and valued within the valuation report.

The perils insured and extents of cover provided by this policy are in accordance with the Institute Clauses as described in this policy together with any additional clauses attached and the Policy Conditions below.

The Institute Clauses referred to are those current at the inception of this contract but should such clauses be revised during the period of the contract, and provided that the Company shall have given at least 30 days notice thereof, then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice.

INSURED PERILS AND CLAUSES

This policy will cover the physical loss of or damage to the insured vessels; as per following principal Marine Clauses and where there is any ambiguity between these Conditions, and/or The Institute Clauses and/or The Insurance Act and/or any attached additional clauses then the Conditions below shall be paramount and over-ride all others.

1. Institute Time Clauses - Hulls 1/11/95 CL280 (with Clause 4 – deleted and Clause 8 – amended to 4/4ths and Clause 23 – Cancelling Returns Only).
2. Institute War & Strike Clauses – Hulls 1/11/95 CL281
3. Institute Protection & Indemnity Clauses –Hulls –Time 20/7/87 CL344 (including Passenger's personal effects and luggage).
4. Institute Protection & Indemnity War & Strikes Clauses – Hulls – Time 20/7/87 CL345.
5. Institute Time Clauses –Hulls Leased Equipment Clause 1/11/95 CL362.
6. Institute Time Clauses – Hulls 1/11/95 - Passenger Equipment Clause CL363.
7. Institute Time Clauses – Hulls 1/11/95 – Parts Removed Clause.
8. Institute Radioactive, Contamination, Chemical, Biological, Biochemical & Electromagnetic Weapon Exclusion Clause.
9. Institute Fishing Vessel clauses.
10. Loss Payable Clause.
11. Leave to tow and be towed in all circumstances.
12. Institute Cyber Attack Exclusion Clause CL380.
13. Institute Sanctions Limitation and Exclusion Clause JH2010/009.
14. Appointed Loss Surveyors Clause (Dover Marine, Lautoka, Fiji).
15. Seepage and Pollution Exclusion Clause 01/01/89
16. Road Trailer Clause
17. Road Transit Clause

WARRANTIES

Warranted that the vessels named herein, operated and equipped at all times in strict accordance with the regulations of the maritime authorities of the Republic of Fiji.

Warranted that this policy shall exclude all loss of or damage caused by or arising out of the vessel being stranded, sunk, swamped, immersed or breaking adrift, while left moored or anchored unattended off an exposed beach or shore.

Delivery Voyage
Warranted, unless expressly agreed in writing, cover does not attach in respect of any voyage to overseas destinations and that at all times the vessel will be used within the operating areas specified in the Proposal and Declaration being areas within the capability of the Insured Vessel and crew.

L.P. Gas Warranty
Warranted L.P. Gas Installations (if any) be fitted, approved and serviced by licensed or authorised L.P. Gas Installers.

Mooring Warranty
Notwithstanding anything contained herein to the contrary it is specifically understood and agreed that this insurance does not extend to cover the subject-matter insured while the insured vessel is left unattended at anchor or at moorings (other than the vessels permanent moorings which have been approved by the Company) for a period exceeding 24 consecutive hours.

Named Master
Warranted that, unless expressly agreed in writing by the Company, the Insured Vessel will at all times be operated under the command of the Master/s named in the Proposal or by such other Master/s advised to and approved by the Company in writing and in respect of whom an additional Masters Questionnaire has been submitted to the Company.

Navigation/Trading
Warranted that the vessel will only operate in the area(s) for which it is surveyed to operate and declared to Underwriters at the inception of the policy period.

Permanent Mooring
Warranted that the approved permanent moorings meet the minimum specifications recommended by the Harbour Authority/Port Company or other appropriate Authority that has control of or responsibility for the area in which the moorings are laid for a vessel of the tonnage, size and dimensions of the vessel hereby insured. Moorings to be maintained in good order and all swing moorings to be lifted for inspection at least every three years.

Regulation Compliance
Warranted that the insured will comply at all times with all acts, regulations, rules, orders, notices to mariners and any other requirements issued and/or notified and/or administered by the Maritime Safety Authority of Fiji or its successor or successors from time to time governing or relating to the construction, seaworthiness, surveying, outfitting, manning, use, operation or navigation of the vessel hereby insured.

It is further warranted that the insured will take all reasonable steps to ensure that the abovementioned acts, regulations, rules, orders, notices, and other requirements are complied with at all times by his/their employees and agents.

Sanction Limitation & Exclusion Clause
SUN Insurance Company Limited shall not be deemed to provide cover or shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose SUN Insurance Company Limited to any sanction, prohibition or restriction under United nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.

Cyclone Warranty
It is expressly warranted that the Underwriters shall not be liable for loss, damage, expense or liability to the vessels named herein which is caused by a cyclone or by cyclonic weather conditions unless said vessels are moved to and securely moored at the nominated place of storage immediately upon notice of a declared cyclone warning or cyclone alert and are kept in said place for the entire duration of the declared cyclone warning or cyclone alert.
Special acceptance for alternative safe mooring may be granted at the sole discretion of SUN Insurance Company Limited however prior approval is required.

Nominated places of storage as follows or securely strapped on the hard:

Viti Levu Bay of Islands Nadi Bay excl. Port Denarau, Nadi Namarai Vitogo River, Lautoka	Kadavu
Lau Matuku Harbour Malaka, Vanua Balavu Fulaga Ogea Namuka– i- Lau	Vanua Levu Bua Bay Buca Bay, Loa Dawson Bay, Lami Fawn Harbour Galoa Bay, Bua Kubulau Koroinasolo Rukuruku Bay Savusabu Bay Tabuta, Davuniba Qamea Island, Navivi
Ovalau Wainaloka	Beqa Malumu Bay

Theft

Burglary or theft of motors and/or trailers shall not be covered unless they are securely attached to the vessel by bolts fitted with locking nots and/or recognised security chain or stored in a locked building. Vessel gear and equipment shall not be covered unless they are securely attached to or confined within a locked compartment or cabin of the insured vessel.

GENERAL CONDITIONS

Alteration of risk

The Insured must provide the Company with immediate written notice of:

a. every change which materially varies any of the facts or circumstances existing at the commencement of this Policy that comes to the Insured's knowledge, which will also be deemed to include the knowledge of any person whose knowledge would in law be the insured's knowledge, and;
b. if the insured does not provide such notification before the happening of an occurrence giving rise to a claim under this Policy then the Company may refuse to pay a claim, either in whole or in part.

No variation or waiver

The terms of this Policy bind all parties until otherwise changed. Such change will not be effective until confirmed in writing by the Company.

Subrogation Rights
In the event of payment under this Policy to or on behalf of the Insured, the Company shall be subrogated to all the insured's rights of recovery against all persons and organisations and the insured shall execute and deliver instruments and papers and do all that is necessary to assist the Company in the exercise of such rights.

Other insurance
If at the time of any occurrence there is, or but for the existence of this policy would be, any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence, the insurance under this policy shall be excess insurance over and above the amount of liability covered under such other policy of indemnity or insurance and the limits of liability under this policy shall be reduced by an amount equal to the limits of liability afforded under such other policy.

Jurisdiction Clause
Notwithstanding anything contained in this policy to the contrary the indemnity provided herein shall not be applied for:

a. Any matter where an action for damages is brought in a court of law outside Fiji and not subject to Fiji Law
b. Costs and expenses of litigation which are not incurred within Fiji

Cancellation
This policy may be cancelled in accordance with the institute Clauses by either the Insured or the Company giving the requisite number of days notice in writing.

Marine Risks	:	At thirty (30) days notice
War Risks	:	Subject to the Institute War Cancellation Clause (currently 48 hours)
Strike Risks	:	At seven (7) days notice with exception to and from USA which are 48 hours notice

Cancellation shall become effective on the expiry of the requisite period of time from midnight of the day on which notice of cancellation is issued by or to the Company but shall not apply to risks which have attached before the cancellation becomes effective.

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 Company.

Proposal
The truth of the statement and answers in the proposal form submitted by the insured shall be a condition prevalent to any liability of the company to make payments under this policy.

Depreciation
Clause 14 of the Institute Time Clause Hulls and clause 11 of the Institute Fishing Vessel clauses is deleted and replaced by the following on respect of all machinery and electric equipment:

- Up to one year from date of commissioning nil deduction.
- In excess of 1 year – a rate of up to 0.75% per month maybe deducted at the company's discretion subject to a maximum of 40%

CLAIMS

What to do in the case of loss or accident

1. Advise your insurance broker, agent or the nearest SUN Insurance Company Limited office immediately. Assistance will be given and where necessary arrangements will be made for an assessor to assist you with the claim process

2. Complete the claim form and submit within 30days of the loss

3. The insured must act as though uninsured and
   i. take all steps to minimise the loss or damage or any liability, and to safeguard the property insured
   ii. in the case of theft, vandalism or loss, the Police must be informed
   iii. send to us any communication received from any other person

4. The insured must not, without written consent from the Company
   i. incur any expense in making good any loss or damage (other than to minimise the damage)
   ii. negotiate, pay, settle, admit or repudiate any claim to a third party

5. The insured to inform Maritime Safety Authority of Fiji of:
   i. any accident
   ii. any incident
   iii. any mishap
   iv. any potential happenings of the above.