HOW WE WILL LOOK AFTER YOUR CLAIM

Once we receive advice of your claim, we:

- will acknowledge receipt of your claim with an email providing you instructions to our Online Live Claims Tracking Facility;
- may appoint an assessor or loss adjustor of our choice to assess the quantum involved;
- may appoint an investigator to verify the circumstances surrounding the claim;
- may apply for a Pre-accident Market Valuation of the vehicle if the vehicle is deemed to be a Constructive Total Loss or beyond economical repair.

HOW WE WILL SETTLE YOUR CLAIM

We may at our option repair (at our nominated garage) the damage or to pay the amount of the loss up to the market value of the Insured Vehicle limited to the Sum Insured, less any applicable Excesses.

In all cases:

- if you pay your premium by agreed instalments and the Insured Vehicle is a constructive Total Loss, you must pay the rest of the annual premium before we settle your claim notwithstanding any agreed arrangement for premium instalment. Total Loss of the Insured Vehicle does not entitle you to any refund of the premium;
- we may make payment to a party whose interest has been noted on the policy (e.g., Bill of Sale Holder, Financier etc…) if there is one registered in respect of the Insured Vehicle. Their receipt will discharge us completely of all and any further liability;
- we will also pay for all costs and expenses incurred by you with our approval in defending claims where Third Party Liability has been alleged against you or your authorised driver plus any costs and expenses awarded against you unless specifically excluded;

In all cases we will not pay more than the market value or the Sum Insured shown in the Policy Schedule, whichever is lesser.

AGE, INEXPERIENCE, LEARNER DRIVER EXCESS

You will be liable for the following Excess where applicable, in addition the standard Excess shown in the Schedule:

Where the authorised driver of your vehicle is;

- Under 21 years of age - $350
- 21yrs and over but under 25yrs of age - $350
- 25 years and over & licensed less than 3 years - $350
- a Learner driver - $350

Trucks (3 Tons and above) will carry a $500 age excess for each category stated above.

CANCELLING THIS POLICY

You may cancel this Policy at any time by writing to us. We will refund 80% of your unused premium.

We may cancel this policy at any time by writing to your postal address stated on this Policy. This letter will contain at least 30 days notice. We will refund your total unused premium.

If you make a claim which is false or fraudulent in any way, we may avoid your policy or cancel it immediately without further notice.

Your Policy is automatically cancelled if the Insured Vehicle is a constructive Total Loss (and there will be no premium refund) however you may apply to us to insure your new vehicle subject to assessment guidelines and new premium charges.

MAKING CHANGES TO THIS POLICY

You can have this Policy altered at any time as long as we agree in writing to such alteration before it takes effect. We can, in exceptional circumstances, alter the terms of this Policy by providing you 14 days notice prior to such change taking effect.

MODIFICATIONS TO YOUR VEHICLE

Unless shown in the Policy Schedule it is agreed that the Insured Vehicle complies with the manufacturers' standard specification for the model and year of manufacture and has not been modified in any way. A conversion to run on CNG, LPG or Biogas will not be a breach of this Policy as long as the conversion has been installed to New Zealand or Australian standard and the vehicle has a current certificate of fitness.

REPLACEMENT PARTS AND PAINT WORK

1. We will allow for replacement of genuine Brand-New parts including freight and costs to import where necessary on the Insured Vehicle if it was purchased Brand New and less than 3 years old from the date of registration with the relevant licensing authority.
2. We will pay for any part or accessory not currently available in Fiji up to the last known list price in Fiji when the part was available or for the closest Fiji equivalent, whichever is lesser.

3. You are not covered for;
   - any costs due to the inability to match existing paint;
   - costs to replace any part or accessory that has not suffered any insured loss.

PREMIUM

The Policy is issued in consideration of you having paid or promised to pay the required premium which is a condition of liability under the policy. The Premium must be paid at the inception of the insurance contract. Unless we have agreed in writing to an extension of this period, your failure to pay the premium within that time frame will mean that there will be no liability to pay any claim that will arise and the policy will have lapsed.

Despite the foregoing, we may agree to accept payment of the premium in instalments. In that case, each instalment must be paid before the instalment falls due. Whilst the premium or any part of it is outstanding no liability to pay any claim will arise and the policy will have lapsed.

Total Loss of the vehicle does not entitle you to any refund of the premium.

OTHER INSURANCE

We will only pay over and above the cover provided by any other policy if that other policy's limit of cover is not sufficient to fully compensate your loss in terms of any insurable damage to the vehicle.

SUBROGATION

Where some other party is responsible for causing any loss or damages payable under this policy, we are subrogated to your rights for recovery against that Party for the loss or damages and all associated costs and you must permit, do and concur in doing all things that we may reasonably require in enforcing recovery. This will be at our expense.

It must be done even if the claim is not yet settled. We will not exercise recovery against you, nor will we exercise recovery against any of your employees unless the damage was wilful.

AUTOMATIC REINSTATEMENT

In the case of any partial loss or partial damage to the Insured Vehicle or where the Insured Vehicle is not deemed to be a Total Loss and after we meet such claim, your Sum Insured will be automatically reinstated at no extra cost to you.

JURISDICTION

The laws of Fiji apply to this Policy. The Fiji Courts have exclusive jurisdiction in relation to legal proceedings about this Policy.

Any judgement for costs or damages awarded by any Court outside Fiji or any judgement or order obtained in Fiji for the enforcement of a judgement obtained outside Fiji are not covered.

CURRENCY AND TAXES

All sums insured and policy limits are expressed in Fijian currency and include Value Added Tax (VAT) and all other levies. All claims are paid in Fijian currency and is inclusive of Value Added Tax and all other taxes.

DEFINITIONS

Wherever these words (including any derivatives of them) are used in this Policy, this is what they mean.

- **We, Our, Us** means Sun Insurance Company Pte Limited.
- **You, Your, Yours** refers to the person(s), or any legal entity, named as the policyholder specified in the Schedule.
- **Accessories:** means minor fittings or attachments designed for use in a motor vehicle that come standard with the vehicle.
- **Accident:** means a happening or event that is unforeseen and unintended by You.
- **Event:** means an event or series of events arising from one source or original cause.
- **Excess:** means the first amount of any claim that You must pay. If as a result of a single Accident there is a Loss to Your home, contents or Vehicle insured by You with Us under more than one Policy, only the highest Excess will apply.
- **Family:** means any family member who permanently resides with You.
- **Loss:** means sudden physical:
  1 loss, or
  2 damage, or
  3 destruction
  4 and includes theft
- **Market Value:** means the reasonable retail value (cost to buy) immediately before a Loss.
- **Modification:** means any change to the Vehicle that is different from the manufacturer's original specification or recommendations.
- **Period of Insurance:** means the period in the Schedule during which this insurance is in force.
- **Vehicle:** means the Vehicle shown in the Schedule together with the standard Accessories, Spare Parts, Tools.



SUN INSURANCE

MOTOR VEHICLE POLICY

INTRODUCTION

This Policy consists of this wording, the Proposal and the Schedule completed based on the information that you, the Insured named in the Policy Schedule have provided to us, Sun Insurance Company Pte Limited.

The extra cover provided under the Special Benefits, 5 Year Loyalty Benefits and Optional Special Benefits are also subject to the general conditions, exclusions, obligations, and limits of this policy.

The policy is issued in consideration of you having paid or promised to pay the required premium in full.

YOUR DUTY OF DISCLOSURE

You must tell us everything you know or could reasonably be expected to know that may influence our decision to insure you or to provide you renewal of your policy and at what premium, terms, and conditions.

If any circumstances change or may change during the time we provide your insurance, then you must tell us immediately upon such a change coming to your knowledge.

Examples of a change in circumstances or any other information may include:

- Any modifications or changes to the Insured Vehicle that are different from the manufacturer's standard specifications.
- If you or anyone who may drive the Insured Vehicle commits, is charged with, or is convicted of any criminal offence or traffic offence, other than parking.
- Any losses to the Insured Vehicle at any time prior to this insurance cover or during the insurance cover.

These examples are a guide only. If you are in any doubt you should disclose information by emailing us the details, whether or not we have asked questions that relate to it.

We may change the terms on which we insure you, or the premium, to reflect the change in circumstances that you have disclosed to us.

If you do not comply with your obligations under this section, we have the option to decline any claim (and recover any claims payment already made)

YOUR INSURED VEHICLE IS COVERED FOR

Sudden and unforeseen accidental physical loss or damage to the Insured Vehicle subject to the Policy Terms, Conditions and Exclusions.

DESCRIPTION OF USE

Cover under this policy is limited to the declared Insured Vehicles that appear on the Policy Schedule with their respective insured values while used for purposes as declared in the proposal form.

'Insured Vehicle' means any motor vehicle shown in the schedule as an Insured Vehicle. This includes the vehicle itself, it's standard accessories and its spare parts.

YOUR SPECIAL BENEFITS

Roll On Roll Off

If the Insured Vehicle is being loaded onto a vessel, carried in a vessel or being offloaded from a vessel, you shall be covered for all the damage arising thereof subject to the the Policy Terms, Conditions and Exclusions.

Such a vessel must be duly certified for such carriage and transportation of the Insured Vehicle and must be compliant with all Maritime Safety Authority of Fiji's regulations and requirements.

No Fault, No Penalty

We will not penalise you with an increased annual premium (barring any statutory charges) at renewal of your policy if you have been involved in an accident during the period of Insurance, and:

- you have identified the party at fault (i.e. name, address, phone number, make, model, registered number of that other party's vehicle), and
- it is proven to our satisfaction that the other party was at fault.

Completion of Journey & Emergency Accommodation

We will pay up to $250 towards your reasonable cost of emergency accommodation and/ or travel to complete your journey or return home following an accident to your vehicle or where the Insured Vehicle is stolen subject to the claim being accepted by us.

This is the most we will pay during any one policy period.

One Event, One Excess

Where we insure your vehicle and your house or contents and a claim becomes payable under more than one of these policies arising from the same event then we will deduct only one Excess and this shall be the highest Excess applicable under any of these policies.

Brand New Vehicle Replacement Cost

Only where the accident happens within 12 months after the Insured Vehicle was first registered by you in Fiji as a brand-new vehicle and the Insured Vehicle is deemed to bea constructive total loss, the basis on which we will settle the claim is the cost of a brand- new vehicle of similar make and model limited to the Sum Insured.

Any claim payments shall be subject to you settling with us all Policy Excesses that may apply.

Towing Costs

If the Insured Vehicle is unable to be driven following a loss covered by this policy, we will pay for the reasonable cost of removing it to the nearest place of safekeeping and onwards to a repairer approved by us.

Stolen Keys

If the Insured Vehicle keys are stolen or illegally duplicated, we will pay up to $500 free of any Excess to replace them or the lock and it will not affect your annual renewal premium.

Windscreen and Window Glass

If the Insured Vehicle suffers damage not otherwise excluded to the windscreen, window glass or sunroof, we will pay for the repair or replacement. You will bear the Windscreen Excess only as mentioned in the Policy Schedule.

Death Benefit

This Policy extends to cover you or any other named insured under this policy in the event of death from whatsoever cause except through suicide. This is strictly subject to you or any other named insured under this policy being insured as a natural person (as distinct from an incorporated body or entity). We will pay up to a maximum of $10,000 being the annual Limit under this Policy. Should you have more than one Motor Policy with us, then only one Policy payout will be made.

In the event there two or more insured as natural persons under the Policy (as distinct from an incorporated body or entity) than the sum insured is divided equally amongst all insured persons and their individual ratable proportion is paid out upon the death of any one if the insured persons. The balance shall remain in effect until utilized during the period in which the policy remains in force.

Any amounts payable shall be paid directly to the deceased's next of kin. For a claim to be made we will require the following documents:

- Death certificate stating the cause of death and a coroner's report if one has been issued
- Proof of the insured person's age if the date of birth is not given on the death certificate (an original birth certificate, passport, or drivers license)
- Proof of name change if the name on the death certificate differs from the name on the above documentation
- A grant of administration – probate or letters of administration if the claim is being made by the estate
- Proof of identity of the nominated beneficiary if applicable.

AUTOMATIC SPECIAL BENEFIT

Natural Disaster Damage

This policy automatically covers you for damage caused by all natural disasters up to the Market Value of the vehicle limited to the Sum Insured.

5 YEAR LOYALTY BENEFITS

50% Reduction in the Standard Excess

Should your policy be claim free for the first 5 years we will reduce your Standard Excess by 50% subject to a minimum of $250. This reduced Excess shall revert to its original value upon you making your first claim.

Third Party Loss of Profit / Loss of Income

If you continue to renew this policy with us for a period of 5 consecutive years, we will automatically cover you after the fifth year up to a limit of $200 per day however not exceeding $2,000 anyone event and in the annual aggregate, for your liability to any Third Party for their Loss of Profit arising out of the event giving rise to your claim and provided we accept the claim for the damage to the Insured Vehicle.

OPTIONAL SPECIAL BENEFITS YOU CAN BE COVERED FOR

Rental Vehicle

If you have selected this benefit and the Insured Vehicle is unable to be driven or repairs have commenced following an accident or theft for which a claim is payable, we will reimburse the daily cost of hiring a similar vehicle while you are without the Insured Vehicle. This cover is limited to $2,500 on an annual aggregate basis. No hire charges will be paid after: -

- repairs have been completed; or
- we have paid your claim; or
- the limit of $2,500 is exhausted; whichever comes first.

You will be required to pay an additional premium of $250 (plus VAT & Other Levies) for each vehicle that you have opted carry this cover.

This option is only available for Private classed vehicles.

Nil Excess Unlimited Windscreen Cover

If you have selected this option, you would be required to pay an additional premium of $100 (plus VAT & Other Levies) and you would not be required to pay any Windscreen Excess.

Breach of Warranty

If you have selected this benefit, this insurance will not be invalidated by breach of any warranty or condition where the breach occurs without your knowledge provided you;

- advise us of the circumstances immediately such breach becomes known to you.
- report any such breaches to the relevant authorities where it violates any law or regulation.

You will be required to pay an additional premium of $200 (plus VAT & Other Levies) for each vehicle that you have opted carry this cover.

This shall strictly apply to the loss to the insured vehicle only.

YOUR LIABILITIES THAT ARE COVERED

Marine "General Average"

We will pay for any costs which you may become legally liable to pay as a result of deliberate loss or damage incurred in time of danger to prevent the loss of a ship and/or cargo while your vehicle is being carried by that ship between ports in Fiji.

Third Party Property Damage Liability

We will cover you and your authorised driver up to $1,000,000 for your legal liability for any Third Party Property Damage claims resulting from any accident involving the Insured Vehicle.

We will only pay for Third Party Property Damage claims where there is valid claim for the vehicle under this policy arising out of the same event.

If you have any other liability cover with us under any other policy, our maximum combined liability in any case shall be limited to $1,000,000 any one event and in the annual aggregate.

This benefit will not apply if the vehicle is used without your authority or if the vehicle is stolen.

YOU ARE NOT COVERED FOR

- The applicable Excesses as defined in the Policy Schedule.

Any loss, damage or liability while the Insured Vehicle is:

- outside Fiji;
- on hire or being used for hire, fare and reward purposes;
- being tested for or in preparation for or engaging in racing, pace making, hill climbing, off-roading, reliability trials, rallying or speed tests;
- being used for a purpose other than that for which it was insured or not being used for the purpose it was designed for or not as a class of vehicle as defined in the relevant laws and regulations;
- in an unsafe condition to be driven;
- being driven by or in the charge of any person who:
  - does not have a valid license which is in full force and effect to drive your vehicle at the time of the accident
  - has not complied with the conditions of their license at the material time of the accident;
  - has a proportion of alcohol in their blood or breath which exceeds the legal limit prescribed;
  - is under the influence of alcohol or drugs exceeding the legal limit prescribed;
  - following an event resulting in a claim under this policy, fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so;
  - is convicted of any alcohol or drug related offence arising from circumstances resulting in any claim under this policy
  - leaves the scene of the accident when it is an offence to do so
  - fails to supply a sufficient breath sample when undergoing a breath test;
  - drives under the influence of intoxicating liquor or drugs

This exclusion does not apply to claims for loss or damage to the Insured Vehicle when the person who is in charge of the Insured Vehicle has stolen it or has used it without consent and is charged and convicted for such an offence.

Any loss or damage directly or indirectly occasioned by or through or in consequence of any of the following occurrences, namely: -

- any unreasonable, criminal, reckless or wilful act or omission. This exclusion does not apply to any person who is in charge of the Insured Vehicle after stealing it.
- War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war;
- mutiny, civil commotion assuming the proportions amounting to a popular rising, military rising, or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any dejure or de facto government by any violent means;
- nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel; for the purpose of this exclusion combustion includes any self-sustaining process of nuclear fission or fusion;
- handling, transportation, storage, installation, removal treatment or use of asbestos products or asbestos contained in any products or materials;
- confiscation or requisition by order of any public authority;
- loss of use of your vehicle from depreciation, wear and tear, action of sunlight, pre-existing defects and damage;
- aggravated, punitive or exemplary damages.

Any loss or damage to:

- any accessory or set of accessories that are not standard with the vehicle when new if their total value is over $1,000 unless shown in the policy schedule;
- tyres unless due to a malicious act or there is other damage to the Insured Vehicle for which a claim is payable;
- or failure or breakdown of the engine, transmission, mechanical, electrical or computer systems unless it occurs as a result of other damage to the Insured Vehicle for which a claim is payable.

Liability for:

- bodily injury or death to you or any other person who is lawfully in control of the Insured Vehicle;
- loss or damage to property belonging to you or under the care, custody or control of you or your driver or being conveyed in or loaded into or unloaded from your vehicle;
- loss or damage if you or your driver have agreed to accept responsibility for any loss or damage for which the law would not otherwise hold you or your driver legally responsible;
- Bodily injury or death for which compensation is payable under the provisions of the Accident Compensation Act 2017.

SOME OF YOUR OTHER IMPORTANT OBLIGATIONS ARE

You or the authorised person in charge of the vehicle must:

- ensure that your vehicle is locked when left unattended;
- not make a claim that is false or fraudulent in any way. We shall reserve the right to not pay such claim in its entirety and if a claim has been paid for then we may recover from you the full sum paid;
- inform the Police of all incidents including where it appears that there has been arson, theft, burglary, malicious damage or injury;
- provide us immediately with full particulars of any incident that may lead to a claim being made for the damage to the Insured Vehicle including any claim against you by any other person and all legal documents served on you in relation to such claims made against you, and allow us to instruct a solicitor of our choice to conduct your defence in such instances. You must follow the recommendations of that solicitor as to the conduct or continuation of the defence. That solicitor shall be entitled to confer with us when necessary as to the details of the case and the conduct or continuation of your defence;
- allow us to complete all necessary documents and authorities in respect of any claims under this policy as your insurer;
- allow us to take over for our own benefit any legal right of recovery you may have, and you must cooperate fully on any recovery action.
- take all steps which we consider reasonable to prevent further loss or damage;
- allow us to inspect the damaged vehicle and deal with salvage in a reasonable manner;
- comply with all our requests relating to your claim including providing all co-operation information and assistance;
- not start repairs to the Insured Vehicle without our prior approval;
- not to discuss a claim made on you by another person, with them. Instead refer them to us. You must comply with all your obligations under this Policy. Otherwise, we can decline your claim and/or recover any payment already made for any claim.

HOW TO MAKE A CLAIM

It is important you tell us immediately when you become aware of any circumstances which may result in a claim. You will be asked to complete a claim form. We must receive your claim form within 30 days of the event giving rise to the claim. You will also be required to provide the following documents in support of your claim:

- Two quotations for the damage arising out of the particular accident only
- Police Report
- Driver's License copy of the person driving the Insured Vehicle at the time of the loss (only applicable where the Insured Vehicle is being at driven at the material time of the loss)

You may also be required to provide further documents depending on the circumstances of the loss and/or, extent & type of damage to the Insured Vehicle.

It would be advisable to first lodge in the completed Claim Form even if you do not have all the standard required documents readily on hand. These can follow as and when they become available to you.