

MONEY INSURANCE POLICY

Whereas the Insured has by a signed proposal and declaration together with any other written statement relative thereto the Insured has agreed shall be the basis of this contract and be held as incorporated herein applied to the SUN INSURANCE COMPANY LIMITED.

In consideration of the insured paying to the company the first premium for or on account of the said indemnity the Company agrees subject to the terms, exclusions, limits and conditions contained herein or endorsed hereon to indemnify the insured against :

1. Loss of money by any cause whatsoever occurring in the situation during the period of insurance.
2. The cost of repair or replacement of the safe or strongroom not otherwise insured directly associated with any theft or attempted theft therefrom occurring during the period of insurance up to the limit of five per cent of the limit of money in the safe or strongroom or F\$1000 whichever is lesser.

For the purpose of this policy the terms 'housebreaking or burglary' shall mean :

1. Theft following upon felonious entry of the premises by violent and forcible means or
2. Theft by a person in the premises who subsequently breaks out by violent and forcible means provided there shall be visible marks made upon the premises at the place of such entry or exit by tools explosives electricity or chemicals.

Provided that out of Business Hours the Safe or Strongroom whilst containing the Money or any part thereof shall be kept locked and the keys thereof shall at all times be kept in the personal custody of the Insured or a responsible official or employee of the Insured.

EXCLUSIONS

This policy does not cover :

1. Shortages due to error or omission
2. Loss or damage directly or indirectly occasioned by or through or in consequence of:
 - 2.1 War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power
 - 2.2 Riot, strike, civil commotion, looting, sack, pillage or labour disturbances
 - 2.3 Confiscation, detention, nationalisation, requisition or wilful destruction by any government, public, municipal, local or customs authority
 - 2.4 Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
 - 2.5 Nuclear weapons material
 - 2.6 Earthquake
3. Any loss arising from fraud or dishonesty of the Insured's employees
4. Losses covered by a policy of fidelity guarantee insurance
5. Loss from an unattended vehicle
6. Any consequential loss whatsoever

7. Loss from a safe or strongroom opened by a key or by use of details of a combination either of which has been left on the Insured's premises whilst closed for business

CONDITIONS

1. All notice to be given by the Insured to the Company must be in writing addressed to the Company and notice or knowledge of anything relating to this policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the company unless so given and no alteration in the terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of the Company.
2. Nothing contained herein shall give any rights against the Company to any person other than the Insured and the Company will not be bound by any passing of the interest of the Insured otherwise than by death unless and until the Company shall by endorsement hereon declare the Insurance to be continued.
3. The Insured shall take all reasonable precautions for the safety of the Money and immediately upon having knowledge of any event giving rise to a claim under this Policy shall :
 - 3.1 Give notice to the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the Money
 - 3.2 Give notice thereof to the Company in writing and within seven days deliver to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required

In no case shall the Company be liable for any loss not notified to the Company within fourteen days after the event.

4. The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the Money lost and which forms the subject of a claim under this Policy and the Insured shall give all reasonable assistance for that purpose. The Company shall be entitled to any of the Money for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances in respect of such Money as may be reasonably required.
5. The Premium hereunder and all Renewal Premiums that may be accepted in respect of the transit risks are to be regulated by the amount of money as described in the Schedule covered during the current Period of Insurance. A proper record shall be kept in the books of the Insured of all such money in transit so insured. The Insured shall at all times allow the Company to inspect such books and within 30 days from the expiry of each Period of Insurance shall supply the Company with a correct account of all such Money in transit insured by this Policy during the said period. If the ascertained amount shall differ from the estimated amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
6. If at the time of any loss there be any other insurance effected by or on behalf of the Insured covering any of the Money the liability of the Company hereunder shall be limited to its rateable proportion of such loss.
7. The Policy may be terminated at any time at the request of The Insured in which case the Company will retain the customary short-period premium for the time the Policy has been in force. The Company may also cancel the Policy by sending seven days notice by registered letter to the Insured in which case the Company shall repay that proportion of the premium which corresponds to the unexpired period of the Policy.
8. If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this Insurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be void.
9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar

months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

ENDORSEMENTS & CLAUSES

1. KEY CLAUSE

It is hereby declared that this Policy does not cover the loss of cash and/or valuables abstracted from the safe following the use of the key to the safe or any duplicate thereof belonging to the Insured unless such key has been obtained by threats or violence and that the safe be kept locked except when in immediate use.

2. CASH IN LOCKED SAFE ENDORSEMENT

In consideration of the payment of an additional premium it is hereby declared and agreed that this Policy is extended to indemnify the Insured in respect of loss of cash in locked safe by fire, burglary or housebreaking but in respect of such extended cover, the company shall not be liable for any loss directly or indirectly due to fraud or dishonesty of employees of the Insured.

It is further declared and agreed that a complete record of the amount of cash in locked safe shall be kept secure in some place other than in the said safe and that the liability of the company shall be limited to the amount of the cash shown by the record to be in the safe at the time of loss not exceeding in all the sum of Fijian Dollars.

3. CASH IN LOCKED DRAWER ENDORSEMENT

In consideration of the payment of an additional premium it is hereby declared and agreed that his Policy is extended to indemnify the Insured in respect of loss of cash in locked drawer by fire, burglary or housebreaking but in respect of such extended cover, the company shall not be liable for any loss directly or indirectly due to fraud or dishonesty of the employees of the Insured.

It is further declared and agreed that a complete record of the amount of cash in locked drawer shall be kept secure in some place other than in the said drawer and that the liability of the company shall be limited to the amount of the cash shown by the record to be in the drawer at the time of loss not exceeding in all the sum of Fijian Dollars.

4. STRIKES, RIOTS AND CIVIL COMMOTIONS CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the insured having paid the agreed extra premium this policy shall extend to include loss of or damage to the interests insured directly arising from or caused by strikes, riots and civil commotions which for the purpose of this clause shall mean :

- 4.1 The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in the exclusion below.
- 4.2 The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence of any such disturbance.
- 4.3 The wilful act of any striker or lock out worker done in furtherance of a strike or in resistance to a locked out.
- 4.4 The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequence of any such act.

5. EXCLUSIONS

Provide always that the company shall not be liable for any loss of or damage to the interests occasioned by or through or in consequence, directly or indirectly any of the following occurrences :

- 5.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

- 5.2 Mutiny, assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- 5.3 Acts or terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

For the purpose of this condition "Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding where the company alleges that by reason of the provisions of this conditions any loss or damage is not covered by this insurance the burden of proving that such loss or damage is covered shall be upon the Insured.