

# Carriers Liability Insurance Policy

## 1. ABOUT THIS POLICY

### 1.1 *Welcome*

SUN Insurance Company Limited (SUN) is a Fiji owned and operated Commercial and Personal Lines insurance company with its head office located in Suva.

SUN was borne out of NMBF Insurance (Fiji) Ltd when 3 local businessmen took over the ownership of the fledging company and re-named it as SUN Insurance in 1999 to bring it to where it stands as Fiji's own fully

In recent years, SUN has aspired to bring its claims service ability to a new a level.

SUN is proudly a 100% Fiji owned entity with all of its profits retained within the Fiji economy. SUN is the only insurance company in Fiji with 100% local staff content. This gives Sun the edge in understanding the needs and requirement of its local customers.

### 1.2 *Your insurance policy*

**Your** insurance policy consists of:

- **Your** proposal and any other information **you** supplied **us**, and
- This policy wording, and
- The policy **schedule**

### 1.3 *Your duty of disclosure*

When arranging this insurance, **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

- Whether to accept **your** proposal, and
- If so, on what terms.

Examples of what **you** must tell **us** include:

- Anything that increases the risk of a claim
- Any criminal offending or convictions
- Any previous insurance claims
- Any refusal by another insurer to insure **you** on standard terms or to continue to insure **you** on standard terms.

**You** must also tell **us** this every time this policy renews, and when **you** make any changes to it.

If **you** fail to do this, **we** may avoid the policy back to when it started as if **you** were never insured at all.

When in doubt, disclose. We treat all information confidentially.

### 1.6 *Premium*

Once you have paid, or agreed to pay, the premium, **we** will insure **you** on the terms set out in this policy.

## 2. HOW TO CLAIM UNDER YOUR POLICY

### 2.1. *To make a claim*

**You must:**

- (a) Tell **us** as soon as **you** are aware of any circumstances likely to result in a claim under this policy.
- (b) Take steps to minimise **your** claim, and try to avoid any further claim
- (c) Complete **our** claim form in full if **we** request it.
- (d) Allow **us** to investigate the circumstances of the **claim** and provide any other information or assistance that **we** need.
- (e) Authorise the disclosure to **us** of **your** personal information held by any other party that relates to **your** claim
- (f) Forward to **us** all relevant information and correspondence as soon as **you** receive it.
- (g) Provide a statutory declaration to verify the claim, if **we** request it
- (h) Where appropriate:
  - Lay a complaint with the Police if **you** suspect burglary, theft, arson or intentional damage, and
  - Take reasonable steps to obtain details of any other person, property or vehicle involved, and any witnesses.

**You must not:**

- (a) Dispose of any property that **you** intend to claim for under this policy
- (b) Start any repairs without **our** permission unless it is necessary to prevent the claim increasing.
- (c) Say or do anything that may prejudice **our** ability to:
  - Defend, negotiate or settle any liability **you** face, and
  - Make recovery from any person who may be responsible for **your** loss or liability.

### 2.2 *After you have made a claim*

After **you** have made a claim:

- (a) We may take over in full any legal right of recovery that you have. If we do so, you must fully cooperate with us.
- (b) If any lost or stolen property for which we have paid a claim is later found or recovered, you must:
  - Tell us immediately, and

- Hand the property over to **us** if **we** request it.
- (c) **You** must reimburse **us** if **you** receive any money from any person ordered to make reparation to **you**.
- (d) **We** have the sole right to act in **your** name and defend, negotiate or settle any liability on **your** behalf at **our** expense.
- (e) **We** may appoint **our** own lawyers to defend **you**. They will report to **us**.
- (f) **We** may pay the maximum amount payable under this policy (or any lesser amount for which the liability can be settled), plus the defence costs incurred to date. This meets **our** obligations under the policy in full.

### 2.3 *Dishonest or fraudulent claims*

If **your** claim is dishonest or fraudulent in any way **we** may, at **our** discretion:

- (a) Decline **your** claim, wholly or partially, or
- (b) Declare this policy unenforceable from the date of the dishonest or fraudulent act.

## 3. COVER

### 3.1 *Carriers liability*

**We** will indemnify **you** against all sums **you** become **liable** to pay for **property damage** occurring during the **period of insurance** to **goods you** contract to carry in connection with the **business** whilst:

- 3.1.1 in transit anywhere in Fiji (including any loading and unloading): and
- 3.1.2 temporarily housed (either on or off the carrying conveyance) in the normal course of transit, but not at any store, warehouse or holding pen owned or occupied by **you**, or under **your** control

Provided however this indemnity does not apply to the carriage of **goods** for the purpose of:

- (a) household removal; or
- (b) office removal

which is not part of an international transit.

### 3.2 *Defence costs*

Where there is indemnity under this policy, **we** will, in addition, indemnify **you** for all legal costs and expenses reasonably and properly incurred by **you** in defending the **liability**.

## 4. AUTOMATIC EXTENSIONS

### 4.1 *Subcontractors and actual carriers*

This policy is extended to include **your liability** to pay for **property damage** to **goods** carried by a subcontractor or actual carrier, on your **behalf**, provided the subcontractor's or actual carrier's conditions of contract are not more extensive than **yours**.

This policy does not insure the subcontractor's or actual carrier's liability.

## 5. EXCLUSIONS

This policy does not insure:

### 5.1 *Liability assumed by agreement*

liability arising out of a contract you have entered into, which is greater than that specified in the policy schedule.

### 5.2 *Alcohol/drugs*

**liability** arising from a motor vehicle being driven by **you**, or anyone with **your** permission, whilst the driver:

- (a) has a proportion of alcohol in his or her breath or blood which exceeds the legal limit; or
- (b) is under the influence of any other intoxicating substance or drug; or
- (c) is not the holder of a motor driver's licence for the appropriate class and use (if such is required when driving the vehicle) which is in full force and effect. If the licence has been issued subject to any condition, it shall be deemed to be not in full force and effect if the holder is driving in breach of that condition.

Provided however this General Exclusion 5.2(c) shall not apply if the driver has had, and is not disqualified from holding or obtaining, and actually obtains such a licence without a further driving test, nor if any vehicle is being used for the purpose of teaching a learner to drive and all the requirements of the law in that connection are being complied with.

### 5.3 *Unsafe vehicles*

**liability** caused by the carrying conveyance being driven in an unsafe manner or condition which you, or anyone driving with your permission, knew or ought to have known about.

### 5.4 *Wilful misconduct*

**liability** arising from **your** wilful misconduct.

### 5.5 *Electrical/mechanical malfunction*

**liability** caused solely by the electrical or mechanical malfunction of the **goods**.

### 5.6 *Loss of market/delay/consequential losses*

**liability** for loss of market, or delay or consequential loss of any kind.

### 5.7 *War/Confiscation/Nuclear*

**liability** directly or indirectly arising out of:

- 5.7.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether was is declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power,
- 5.7.2 Confiscation, nationalisation, requisition or destruction of, or damage to property by order of government, public or local authority,
- 5.7.3 Nuclear power generation or nuclear weapons,
- 5.7.4 Ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the fusion or fission of nuclear fuel.

### 5.8 *Terrorism*

**liability** for loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- An **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **loss**, damage, death, injury, illness, liability, cost or expense.
- Any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

## 6. HOW MUCH YOU RECEIVE

### 6.1 *Maximum indemnity*

The maximum amount payable under 3.1 *Carrier's liability* shall not exceed the Sum Insured shown in the **schedule** for anyone event, or all series of events arising from one source or original cause.

### 6.2 *Excess*

The **excess** shall be deducted from each event, or series of events arising from one source or original cause.

## 7. GENERAL CONDITIONS

### 7.1 *Premium adjustments and declarations*

- 7.1.1 If **you** carry **goods** 'at limited carrier's risk', the deposit premium for this policy has been calculated as a percentage of the estimated gross income derived from such contracts of carriage. The annual premium will be adjusted and the difference paid by, or allowed to, **you** as the case may be. **We** will retain 75% of the deposit premium paid in any case.
- 7.1.2 **You** must keep accurate records containing all relevant particulars and allow **us** to inspect them.
- 7.1.3 **You** must, within one calendar month after each anniversary of the commencement of this policy, or after its earlier termination, give us such particulars and Information as **we** may require.
- 7.1.4 If **you** carry goods 'at declared value risk', **you** must declare to us monthly every contract and the value of the goods carried, which shall in no case exceed the invoice value to the consignees. The appropriate premium rate will be applied to each declaration and must be paid by **you** monthly.

### 7.2 *Comply with the policy*

**You** must meet the following conditions before **we** pay **you**:

- 7.2.1 **You** must comply with all the policy terms, and
- 7.2.2 All statements and answers, whether by **you** or anyone else, must be true when **you** :
- Apply for this insurance, and
  - Notify **us** about any change in circumstances, and

- Make any claim.

These conditions apply equally to anyone else entitled to claim under the policy.

### 7.3 *Cancellation*

7.3.1 **You** may cancel the policy by giving **us** notice. **We** will refund to you 80% of the unexpired portion of any premium **you** have already paid to **us**.

7.3.2 **We** may cancel this policy at any time by giving notice to **you**. Cancellation will be effective from 4.00pm 14 days after the notice is given. The 14-day period starts on the day the notice is delivered or posted to **you**. **We** will refund to **you** the unused portion of any premium **you** have already paid to **us**.

### 7.4 *Change in circumstances*

7.4.1 After the start of the policy, **you** must tell **us** immediately if **you** know about any material fact that will:

- Increase in the risk insured, or
- Alter the risk insured.

7.4.2 After **you** have told **us**, **we** may immediately amend the terms of your policy, including the premium.

7.4.3 If **you** fail to tell **us**, **we** may:

- Declare this policy unenforceable, or
- Refuse to pay any subsequent claim.

### 7.5 *Double Insurance*

7.5.1 **You** must notify **us** immediately of any other insurance policy that covers any of the risks covered under this policy.

7.5.2 If there is such a policy, **we** will only pay over and above the limit payable under that policy.

### 7.6 *Value Added Tax (Vat)*

7.6.1 Where Vat is recoverable by **us** under the Vat Decree

- all Sums Insured exclude Vat (unless otherwise stated), and
- Vat will be added, where applicable, to claim payments.

### 7.7 *Governing Law*

7.7.1 The law of Fiji applies to this policy and the Fiji Courts have exclusive jurisdiction.

### 7.8 *Insurance Law Reform Acts*

7.8.1 The exclusions and conditions in this policy are subject to **your** rights under the Insurance Law Reform Acts 1996.

### 7.9 *Notices*

7.9.1 Notices from **you** to **us** must be delivered personally, posted or emailed to **us**.

7.9.2 Notices from **us** to **you** must be delivered personally, posted or emailed to **your** last known address, or that of **your** insurance broker.

**7.10***Take reasonable care*

7.10.1 **You**, and anyone else covered under this policy, must take reasonable care to avoid circumstances that may result in a claim.

7.10.2 **Your** claim will not be covered if **you**, or they, are reckless or grossly irresponsible.

**7.11***Acts of Parliament*

7.11.1 Where this policy refers to any Act of Parliament, this includes any Statutory Regulations made under it. It also includes any Act or Regulations enacted in substitution or in amendment.

**7.12***Separate Insurance*

7.12.1 All parties insured under this policy are insured separately (as though a separate policy had been issued to each party).

7.12.2 However, the limits contained in this policy are the most **we** pay to all parties combined.

7.12.3 The proposal is a separate application for insurance by each party insured under this policy. No statement or knowledge possessed by one party shall be imputed to any other party.

**7.13***Headings*

7.13.1 Headings in this policy are for ease of reference only. They do not form part of the policy, and are not to be used as an aid to interpretation.

**8.0 DEFENITIONS****8.1**

*When the following words (and any derivatives) are marked in bold in this policy, this is what they mean:*

**Accident** means an event or omission that is unexpected and unintended from **your** point of view.

**Act of terrorism** means an act, including but not limited to the use of force or violence and threat of any person or group, whether acting alone or on behalf of or in connection with any organisation or government that from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and, or, to put the public or any part of the public in fear.

**Business** means the business named in the **schedule**.

**Excess** means the amount stated in the policy or shown in the **schedule**.

**Goods** means goods, baggage, and chattels of any description, including animals and plants, but excluding jewellery, gold and silver articles, precious stones, bullion, cash, banknotes, deeds, bonds, bills of exchange and other documents representing money.

**Liabe** means legally liable pursuant

- at limited carrier's risk
- at declared value risk.

**Period of insurance** means the period of time shown in the **schedule**.





**Property damage** means accidental physical loss or accidental damage to the goods.

**Schedule** means the most recent Schedule to this policy that **we** issued to **you**.

**We/us/our** means Sun Insurance Company Limited.

**You** means the person or entity named in the **schedule**.

**Your** means belonging to **you**.