

PUBLIC LIABILITY INSURANCE POLICY

WHEREAS The Insured carrying on The Business described in The Schedule herein has made to the Company a written Proposal and Declaration which shall be the basis of this contract and deemed to be incorporated herein and the particulars therein set forth in all cases shall be deemed to be furnished by The Insured for the Indemnity hereinafter contained.

NOW THIS POLICY WITNESSETH that in consideration of the payment of the Premium and subject to the terms, conditions, exceptions and memoranda contained herein endorsed hereon or attached hereto the Company will pay to or on behalf of The Insured all sums which The Insured Shall become legally liable to pay for compensation in respect of :

1. Bodily injury (which expression includes death and illness)
2. Damage to property (which expression includes loss of property)

Occurring with the Territorial Limits during the Period of Insurance as a result of an accident and happening or caused as described in the Schedule under the heading of Description of Risk.

PROVIDED that the liability of the Company under the Policy for all compensation payable as a result of :

1. Fire, flood or explosion occurring during any one Period of Insurance
2. Any occurrence or number of occurrences arising directly or indirectly from one source or original cause (including fire, flood or explosion)

Shall not exceed the Limit of Indemnity but the Company will also pay in connection with claims in respect of which The Insured is entitled to indemnity under the Policy or in respect of which if sustained The Insured would be so entitled all law costs and all charges and expenses incurred in the settlement or defence of claims or litigation arising therefrom where such costs, charges and expenses are incurred by the Company or by The Insured with the written consent of the Company and all law costs, charges and expenses recoverable from The Insured by any claimant.

PROVIDED ALSO that the due observance and fulfilment by The Insured of the terms, conditions and memoranda contained herein endorsed hereon or attached hereto insofar as they relate to anything to be done or complied with by The Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under the Policy.

EXCEPTIONS

The Company shall not be liable for :

1. Claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with :
 - 1.1 Any lift elevator, escalator, hoist, crane, aircraft, aerial device, in the physical or legal control of The Insured or used in work undertaken by or on behalf of The Insured;
 - 1.2 Any vehicle in the physical or legal control of The Insured or used in work undertaken by or on behalf of The Insured but this clause 1.2 shall not apply to bodily injury or damage to property :
 - 1.2.1 Caused by or arising from the delivery or collection of goods to or from any vehicle where such bodily injury or damage to property occurs beyond the limits of any carriageway or thoroughfare;

1.2.2 Arising out of the loading or unloading of or the delivery or collection of goods to or from any vehicle used in work undertaken by or on behalf of The Insured but not in the physical or legal control of The Insured

1.3 The ownership, possession or use by or on behalf of The Insured of any watercraft whilst afloat;

2. Claims :

2.1 In respect of bodily injury to any member of the family of The Insured ordinarily residing with The Insured or with whom The Insured ordinarily resides;

2.2 In respect of bodily injury to any person arising out of or in the course of the employment of such person in the service of The Insured;

2.3 For any payment under any Workers' or Workmen's Compensation legislation by any person in the service of any contractor or sub contractor to The Insured or by any dependent of such person;

3. Claims in respect of damage to property :

3.1 Of the Insured or of any member of the family of The Insured ordinarily residing with The Insured or with whom The Insured ordinarily resides;

3.2 Of any person in the service of The Insured arising out of the employment of such person;

3.3 In the physical or legal control of The Insured or of any member of his family ordinarily residing with The Insured or with whom The Insured ordinarily resides;

4. Claims in respect of the cost of rectifying faulty workmanship to any goods or land or building or structure;

5. 5.1 Claims in respect of bodily injury or damage to property arising during (unless it be proved by The Insured that such bodily injury or damage to property was not occasioned thereby) or in consequence of :

5.1.1 Earthquake, subterranean fire

5.1.2 Riot, civil commotion

5.2 Any consequence of war invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;

6. Claims arising out of any liability assumed by express warranty or agreement unless such liability would have attached to The Insured notwithstanding such express warranty or agreement;

7. Claims arising directly or indirectly from explosion of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any Statute or Regulation thereunder;

8. Claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of The Insured except an alteration or addition not exceeding in cost the sum of F\$5,000;

9. Claims brought against The Insured in any country in which The Insured is represented by a branch or by any employee domiciled in the country or by a Company firm or individual holding The Insured's power of attorney;

10. Claims arising directly or indirectly out of any defect or deficiency in goods sold or supplied which expression includes containers) after such goods have passed from the control and actual physical custody of The Insured or of any person in the direct service of The Insured other than goods sold or supplied at or from a canteen provided by The Insured primarily for the use of employees of The Insured;

11. Claims in respect of a liability imposed upon The Insured by reason of The Insured's ownership occupation or control of any property or structure used as a landing area for aircraft provided such claims arise out of such used as aforesaid. The terms "landing area" shall include any area on which aircraft land take off are housed maintained or operated;
12. Claims arising out of a breach of the duty owed in a professional capacity by The Insured and/or person for whose breaches of such duty The Insured may be legally liable;
13. Claims in respect of damage to any land or fixed property arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land buildings or any other property;
14. Claims in respect of bodily injury or damage to property directly or indirectly caused by or contributed to by or arising from :
 - 14.1 Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.
 - 14.2 Nuclear weapons material.

DEFINITIONS

1. Vehicle - Any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power.
2. Watercraft - Vessel, craft or thing made or intended to float on or in or travel on or through water.
3. Property - Material property.

LIMITS OF INDEMNITY

The liability of the Company under this Policy for all compensation payable :

1. To any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule for anyone Accident.
2. In respect of all injury illness loss and damage sustained during any one Period of Indemnity shall not exceed the Limit of Indemnity specified in the Schedule for any one Period of Indemnity.
3. F\$500,000 any one occurrence or accident.
4. Territorial limits within the Republic of Fiji.

SPECIFICATIONS

1. TENANTS LIABILITY

Notwithstanding anything contained in exception (3.3) but subject always to exception (7) the indemnity expressed in this policy is extended to include legal liability for damage to property caused by or resulting from fire or explosion where the property comprises :

- 1.1 Any building or part not belonging to but whilst under the occupation of the Insured.
- 1.2 Any contents of a building or part not belonging to but whilst under the occupation of the Insured, excluding the Insured's liability as bailee.

2. SOCIAL CLUB EXTENSION

The Business to which this insurance applies is extended to include the activities any social club or sports club formed with the consent of an Insured.

In respect of claims arising from such activities, and subject to the terms and conditions of the Policy insofar as they can apply, this Policy is extended to indemnify the office bearers and members of any such club as if they were the Insured.

The Limit of Indemnity to the Insured and the office bearers and members collectively, but if the Limit of Indemnity is not sufficient to indemnify all of the parties, it will apply in priority to the Insured.

3. CARPARKING

It is agreed and declared that the policy extends to indemnify the Insured for claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with any vehicle in the physical or legal control of the Insured where such bodily injury or damage to property occurs whilst such vehicle is in a Car Park owned or operated by the Insured.

PROVIDED THAT the indemnity granted by this extension does not apply in respect to :

- 3.1 Any liability in connection with :
 - 3.1.1 Any vehicle belonging to the Insured;
 - 3.1.2 Any vehicle used by or on behalf of the Insured independently of his operation as a Car Park Owner or Operator.
- 3.2 Any liability arising directly or indirectly out of or caused by or in connection with the servicing, repairing and/or maintenance of any vehicle.

PROVIDED FURTHER THAT notwithstanding anything to the contrary contained in this or any other policy, the Insured shall not be entitled to indemnity by virtue of this extension if entitled to indemnity under any other policy.

4. CONTINUOUS LIABILITY

The Company undertakes to keep the Insured indemnified in the terms of this policy in respect of all business activities carried on in Fiji or elsewhere and the Insured on its part undertakes to keep the company advised of any extension of such business activities or addition to the plant used therein but failure through oversight or omission to advise the company shall not prejudice the rights of the Insured to indemnity though the matter shall be put right as soon as discovered.

5. DIRECTORS AND EMPLOYEES

For the purposes of this policy it is agreed that the Insured includes any Director, Executive Officer, Managing employee, Supervising Employee, Partner or Shareholder, and any other Employee of the Named Insured, but only while the foregoing are actually acting for or on behalf of the Named Insured or insofar as they may be held personally liable because of their relationship with the Named Insured.

6. TERRITORIAL ENDORSEMENT

It is noted and agreed that the company shall not be liable for Territorial Limits :

- 6.1 Claims made and actions instituted within the United States of America or the Dominion of Canada or any other territory coming within jurisdiction of the Courts of the United States of America or the Dominion of Canada.
- 6.2 Claims made and actions instituted outside the jurisdiction of Republic of Fiji.

7. OVERSEAS VISITS

This Policy is extended to indemnify the Insured against liability arising from Accidents happening beyond Fiji during and in connection with the performance of duties of any person (including the Insured) employed in the Business and who is normally resident or domiciled in Fiji.

8. PROPERTY OWNERS LIABILITY

It is agreed and declared that subject to its terms conditions exceptions and limitations except insofar as they are expressly varied hereby, this policy extends to indemnify the Insured as Owner of any premises used in connection with or forming part of "The Business" to which this policy applies.

9. ASBESTOSIS EXCLUSION

Claims and actions in respect of bodily injury resulting from asbestosis and/or related diseases directly or indirectly caused by or contributed to or arising from :

- 9.1 Mining, processing, transport, distribution and/or storage of asbestos
- 9.2 Manufacture of asbestos products and/or processing of raw materials containing asbestos
- 9.3 Installation, removal or treatment of asbestos materials

10. CANCELLATION

10.1 By the Insured

This Policy may be cancelled by the Insured at any time and with immediate effect by written notice delivered to the Company. In the event of such cancellation, the Company will be entitled to a pro-rata proportion of the premium (subject to any adjustment required by the terms of this Policy) for the time during which the Policy has been in force.

10.2 By the Company

This Policy may be cancelled by the Company at any time by giving written notice to the Insured. The notice will be delivered personally or posted by registered mail to the Insured's last know postal address. The cancellation will take effect at 4.00 pm on the 30th day after the notice has been delivered or posted. In the event of such cancellation, the Company will refund to the Insured a pro-rata proportion of the premium, subject to any adjustment required by the terms of this Policy.

CONDITIONS

- 1. Notice in writing shall be given as soon as possible to the Company of :
 - 1.1 Every occurrence claim, writ, summons, proceedings impending prosecution, inquest and all information in relation thereto in respect of which there may arise liability under the Policy;
 - 1.2 Every change materially varying any of the facts or circumstances existing at the commencement of this Insurance

That shall come to the knowledge of The Insured. Such notice shall be given by The Insured whose knowledge shall be deemed to include the knowledge of any person whose knowledge would in law be that of The Insured.

- 2. 2.1 The Insured shall not without the consent in writing of the Company make an admission offer promise or payment in connection with any occurrence or claim and the if it so desires shall be entitled to take over and conduct in the name of The Insured the defence or settlement of any claim;

- 2.2 The insured shall use the best endeavours to preserve any damaged or defective or other appliances plant or things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable, no alteration or repair shall be made to any premises fencing machinery furnishing, fittings, appliances or plant without the consent of the Company until the Company shall have had an opportunity of inspection;
- 2.3 The Company shall be entitled to prosecute in the name of The Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise;
- 2.4 The Company shall have full discretion in the conduct of any proceedings in connection with any claim and The Insured shall give all information and assistance as the Company may require in the prosecution defence or settlement of any claim.

- 3. The Company may at any time pay to The Insured in respect of all claims against The Insured arising directly or indirectly from one source or original cause the amount of the Limit of Indemnity or such other limit specified in respect thereof (after deduction of any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims can be settled and upon such payment the Company shall relinquish conduct or control of and be under no further liability under the Policy in connection with such claim or claims except for costs, charges and expenses recoverable from The Insured or incurred by the Company or by The Insured with the written consent of the Company prior to the date of such payment.
- 4. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent bodily injury or damage to property and shall take reasonable measures to maintain all premises furnishings, fittings, appliances and plant in sound condition and to comply with all statutory obligations and by-laws or regulations imposed by any Public Authority for the safety of persons or property.
- 5. If in respect of any claim under the Policy, The Insured shall be entitled to indemnity under any other policy of insurance then the Company shall not be liable to pay or contribute hereunder more than its rateable proportion of any compensation costs, charges or expenses.
- 6. If the first or renewal Premium for the Policy or any part thereof shall have been calculated on estimates furnished by The Insured then The Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Insured shall within thirty days after the expiry of each Period of Insurance furnish to the Company such particulars and information as the Company may require.

The Premium for such Period shall thereupon be adjusted and any difference paid by or allowed to The Insured as the case may be subject to receipt and retention of the customary minimum premium charged by the Company.

- 7. The Policy may be terminated at any time at the request of The Insured in which case the Company will retain the Company's short period rate of premium (after adjustment in accordance with Condition 6 if applicable) for the time the Policy has been in force. The Company may cancel the Policy at any time by giving written notice to The Insured. Such notice may be delivered personally or posted to The Insured at the address last notified to the Company and the cancellation of the Policy shall become effective on the delivery of the said notice or if posted at the time the said notice should be delivered in the ordinary course of post. After cancellation by the Company as aforesaid the premium for the period prior to cancellation shall be adjusted on a pro-rata basis or where applicable in the manner provided by Condition 6 of the Policy. Notwithstanding the termination or cancellation of the Policy, The Insured shall furnish such particulars as the Company may require for the adjustment of the Premium as aforesaid.
- 8. All differences arising out of the 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 to 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. The making of an award shall subject to any relevant statutory provisions to the contrary be a condition precedent to any right of action against the Company but if such action be not commenced within one year of the making of an award the right of action shall be deemed to be abandoned and released. After the expiration of one year after the accrual of the cause of action the Company shall not be liable in respect of any claim therefore unless such claim shall in the meantime have been referred to arbitration.