

POLICY TERMS AND CONDITIONS

The Dominion will indemnify you in respect of any subject matter 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 Dominions Liability shall not exceed the sum insured for each Item insured .

WHAT YOU ARE INSURED FOR

The perils insured and extent of cover provided by this policy are in accordance with the Institute Clauses as described in Section C of this policy. Cover for any subject matter shipped “on deck” is always restricted to Institute Cargo Clauses C.

The Institute Clauses referred to are those current at the inception of this contract but should such clauses be revised during the period of this contract, and provided that the Dominion 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.

This policy is subject to the Institute Classification and Institute Replacement Clauses in addition to any other Institute Clause.

CONDITIONS

This policy is also subject to the Marine Insurance Act. 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 CANCELLATION: (applicable to Section B only)

This policy may be cancelled by either the Insured or the Dominion giving the requisite number of days notice in writing:

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| 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 Dominion but shall not apply to risks which have attached before the cancellation becomes effective.

2 DECLARATIONS: (applicable to Section B only)

It is a condition of this policy that the Insured is bound to declare every consignment without exception, and the Dominion is bound to accept up to but not exceeding the amount specified. The declaration must include the following information in respect to each consignment: Description of goods; Ship Name & Voyage number; Sailing Date; Invoice Value and Insured Value.

Where monthly declarations have been agreed to, all shipments during any one month must be declared within the first seven days of the following month. In all other cases shipments must be declared in writing within 72 hours after sailing of the vessel or dispatch by aircraft.

Any shipment not declared in accordance with this condition will not be insured by under this policy.

3 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 Dominion.

4 CLAIMS:-

A. The Insured shall:

1. Immediately notify the Dominion (and where appropriate the Police) of any occurrence which may give rise to a claim.
2. Immediately claim on the carriers, port authorities or other bailees for any missing packages.
3. In no circumstances, except under written protest, give clean receipts where goods are in doubtful condition.
4. When delivery is made by container, ensure that the container and its seals are examined immediately. If the container is delivered damaged or with the seals broken or missing or with seals other than as stated in the shipping documents , note the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
5. Apply immediately for survey by carriers or other bailees representatives if any loss or damage be apparent and claim on the carriers or other bailees for any actual loss or damage found at such survey.
6. Give notice in writing to the carriers or other bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.
7. Take all reasonable steps to prevent further loss or damage.
8. Within 30 days submit in writing full particulars of the occurrence and/or claim in such a form or manner as may be reasonably required by the Dominion so that any claim is not prejudiced.

B. In the event of any claim the Dominion shall be entitled:

To take proceedings in the name of the insured to obtain relief from any third party and undertake the conduct, control or compromise of any such proceedings.

5 OTHER INSURANCE:-

If at the time of any loss, damage or liability there shall be any other insurance covering such loss, damage or liability or any part thereof, the Dominion shall be liable only for the amount of loss not covered by such other insurance.

6 JURISDICTION:-

Notwithstanding anything contained in this policy to the contrary the indemnity provided herein shall not be apply to:

- (a) Any matter where an action for damages is brought in a court of law outside Tonga and not subject to Tonga law or where an action is brought in Tonga to enforce a foreign judgment whether by way of reciprocal agreement or otherwise.
- (b) Costs and expenses of litigation which are not incurred within Tonga.

7 PREMIUM PAYMENT:-

Unless alternative premium payment terms have been agreed in writing this policy will become null and void 30 days after the original inception date or any subsequent renewal date unless the full premium for cover under Section A or any shipment declared and covered Section B has been paid to the Dominion.

8 PROPOSAL:-

The truth of the statements and answers in the proposal form submitted by the Insured shall be a condition precedent to any liability of the Dominion to make any payment under this Policy.

9 RADIOACTIVE CONTAMINATION EXCLUSION

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- (a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- (b) the radioactive , toxic, explosive or other hazardous or contaminating properties of any nuclear installation , reactor or other nuclear assembly or nuclear component thereof.
- (c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.