



Car Insurance

Comprehensive cover

Tonga

Contents

| | |
|--|----|
| Welcome to Tower | 4 |
| Compare your benefits..... | 5 |
| How your policy works..... | 6 |
| Words with special meaning..... | 6 |
| The claims process | 7 |
| What your cover includes | 8 |
| What we include | 8 |
| What we do not include..... | 8 |
| What your car can be used for | 8 |
| Who can drive your car | 9 |
| What your car is insured for..... | 9 |
| Comprehensive cover | 9 |
| Liability protection..... | 9 |
| This is your third party cover..... | 9 |
| We do not cover cars with other insurance | 10 |
| Your policy includes automatic benefits..... | 11 |
| Claims that were not your fault..... | 11 |
| Keys and locks lost or stolen..... | 11 |
| Natural disaster damage | 11 |
| No claims bonus | 12 |
| One event – one excess..... | 12 |
| Replacement and additional cars | 12 |
| Riot, strike, civil commotion..... | 12 |
| Road clearing costs | 12 |
| Towing costs..... | 12 |
| Transport costs | 13 |
| Optional benefits..... | 13 |
| Accessories and modifications | 13 |
| Discount for no cover for under 25 year old drivers..... | 13 |
| Rental vehicle hire for loss of use | 13 |
| Windscreen and window glass excess buyout | 14 |
| What you're not covered for | 15 |
| These are your policy exclusions..... | 15 |
| You have certain responsibilities | 18 |
| How to make a claim | 20 |
| You have certain responsibilities at claim time | 20 |
| How we'll look after your claim..... | 22 |
| What excesses you may need to pay | 22 |
| How we'll settle your claim | 22 |
| Replacement parts | 23 |

| | |
|---|----|
| Other important information..... | 24 |
| You can cancel this policy | 24 |
| Free look period | 24 |
| Making changes to this policy..... | 24 |
| Other parties with a financial interest | 24 |
| This policy is under Tongan law | 25 |
| Tonga has jurisdiction | 25 |
| Tongan currency and taxes apply | 25 |
| How we'll communicate with you | 25 |
| Talk to us if you have a concern..... | 26 |
| Glossary | 27 |

Welcome to Tower.

Thanks for putting your trust in us to help look after your valuable assets.

This is your **Comprehensive cover** policy wording, underwritten by National Pacific Insurance (Tonga) Limited trading as Tower Insurance.

We want to make insurance simple and easy.

That's why we've removed all the confusing language and made it easier to see what is (and isn't) covered under each section.

We've also included a handy table that shows you how our different policies compare.

It's just one thing we do to give you a little more confidence in your insurance cover.

- 1. Start here**
These are the basics of your policy.
- 2. These are your benefits**
What you're covered for - page 9.
- 3. Responsibilities and exclusions**
What you must do, and what isn't covered - page 15
- 4. Making a claim**
Information about making your claim with us - page 20.
- 5. Other stuff**
This is important too, like what to do if you have a concern - page 24.
- 6. Glossary**
Some words have special meanings - page 27.

Compare your benefits

Choosing what's right for you can be difficult, but we've made it easy with this comparison table.

You've chosen **Comprehensive cover**. If you'd like to change your level of cover, please call us on +676 24 066.

This is a summary only. You can find full details of your cover beginning from page 8 of this document.

| | Comprehensive | Third party fire and theft | Third party only |
|---|---|-----------------------------------|-------------------------------------|
| Liability protection | ✓ \$100,000 | ✓ \$100,000 | ✓ \$100,000 |
| Marine general average | ✓ | ✓ | ✓ |
| Fire and theft cover | ✓ Lesser of market value or sum insured | ✓ Market value | - |
| Collision cover | ✓ Lesser of market value or sum insured | - | ✓ Lesser of market value or \$3,000 |
| Accidents caused by uninsured third party | ✓ Lesser of market value or sum insured | ✓ Up to \$3,000 | ✓ Up to \$3,000 |
| Claims that were not your fault | ✓ | ✓ | ✓ |
| No claims bonus | ✓ | ✓ | ✓ |
| Road clearing costs | ✓ \$1,000 | ✓ \$500 | - |
| Towing costs | ✓ | ✓ | - |
| Transport costs | ✓ \$500 | ✓ \$250 | - |
| One event - one excess | ✓ | ✓ | - |
| Replacement and additional cars | ✓ | - | - |
| Riot, strike, civil commotion | ✓ | ✓ | - |
| Natural disaster damage | ✓ | - | - |
| Keys and locks lost or stolen | ✓ \$500 | - | - |
| Optional benefits | | | |
| Windscreen and window glass excess buyout | ✓ Optional | ✓ Optional | - |
| Rental vehicle hire for loss of use | ✓ \$2,000 | ✓ \$500 | - |
| Accessories and modifications | ✓ Optional \$2,000 or \$5,000 | ✓ Optional \$2,000 or \$5,000 | - |
| No cover for under 25 year old drivers | ✓ Optional | - | - |

How your policy works

Your Tower Car Insurance – Comprehensive cover consists of two documents: this policy wording and your certificate of insurance.

Make sure you read your policy wording and your certificate of insurance so you understand what you're covered for and what your responsibilities are.

This policy wording describes the benefits, exclusions, responsibilities and limits of your cover.

Your certificate of insurance tells you what assets are covered, what level of cover applies and whether any special terms and conditions apply.

We agree to cover you according to the terms outlined in these two documents, as long as you've paid the premium due.

Please check we've got things correct. If you find an error of any sort, if your needs are not met or if you're in doubt, please contact us on +676 24 066 or at info@towerinsurance.to.

Words with special meaning

In this policy some words have a special meaning, for example, "loss". You can find out what all of those words are and what they mean in the **Glossary** on page 28.

The claims process

Here's hoping you never have to claim. But if life doesn't go to plan, we'll be ready. Here's what to do and when.

| What you do | | What we'll do | |
|--|---|---|---------------------------------------|
| One | Two | Three | Four |
| Make sure you're safe | Check your policy wordings | Explain how the claims process works | Process your claim as fast as we can |
| Make sure your property is safe | Collect up any documents required | Lodge the claim with you | Keep you informed of what's happening |
| Call the Police if required | Start an inventory of losses | We may ask for more information | Settle your claim as soon as we can |
| Take photos of the damage if you can | Call us on +676 24 066 or go online to towerinsurance.to | Tell you what's going to happen next | |
| Call us if you need immediate assistance | | Arrange an assessor if required | |
| | | Decide whether the claim fits the terms of the policy | |
| | | Clearly explain why if the claim doesn't fit the policy | |

What your cover includes

What we include

We cover the car shown on your certificate of insurance, including:

1. any of the following supplied by the manufacturer:
 - a. attached equipment and options
 - b. tools and breakdown equipment
2. accessories as described in the optional benefit **Accessories and modifications** on page 14.

What we do not include

Your car does not include:

1. any modifications from the maker's standard specifications for the model and year of manufacture unless we've agreed to this and it is noted on your certificate of insurance. A conversion of your car to run on CNG, LPG or BioGas will be included in this policy so long as the conversion complies with the appropriate New Zealand or Australian Standards and has a current Certificate of Fitness
2. any cover for tyres, unless the loss was malicious or it occurs at the same time as other loss to your car and we've accepted your claim
3. personal effects and other contents left in your car. These will need to be covered under a separate contents policy
4. any business or professional tools or items left in your car.

What your car can be used for

Your car is covered only while it is being used for social, domestic or private purposes. This includes being used for community or charity work or getting to and from work in Tonga.

Who can drive your car

We provide cover for anyone driving your car with your permission, unless you've chosen the optional benefit **Discount for no cover for under 25 year old drivers** on page 14.

You must tell us if anyone becomes a new regular driver of your car, or if any person covered by this policy is charged with a criminal or traffic offence. Refer to the section **You have certain responsibilities** on page 19 for full details.

What your car is insured for

Comprehensive cover

Loss that happens to your car.

Loss means sudden and accidental physical loss or sudden and accidental physical damage occurring during the period of insurance in Tonga.

This is an important part of your policy wording. Please read and understand it. If any of this document doesn't make sense, please call us on +676 24 066 or at info@towerinsurance.to and we'll explain it to you.

Liability protection

This is your third party cover

We'll cover you for your legal liability for claims made against you for accidental physical property damage occurring during the period of insurance in Tonga involving:

1. your car
2. any trailer or caravan attached to your car
3. any car not owned by you that you're using with the owner's permission.

(Legal liability means being responsible for accidentally causing damage to someone else's property.)

We'll cover any other person using your car with your permission so long as that person complies with the terms and conditions of this policy.

You also have cover under this benefit for:

1. your liability arising from bodily injury occurring in Tonga (including for reparation)
2. defence costs if you're charged with manslaughter or dangerous driving causing death from an accident where you're the driver and we've accepted your claim
3. all costs and expenses incurred by you with our approval in defending claims under third party cover
4. your share of any marine loss costs when:
 - a. your car is on board a ship
 - b. the ship is in danger
 - c. cars or cargo are thrown overboard to prevent loss to that ship or its cargo, and
 - d. the ship is in between ports in Tongan waters.

Limits

We'll pay up to \$100,000 in total during the period of insurance including up to:

1. \$1,200 for defence costs if you're charged with manslaughter or dangerous driving, and
2. \$100,000 for liability arising from bodily injury to a person (including reparation).

If you have liability cover with us under any other policy, we'll only pay under one policy for each event.

We do not cover cars with other insurance

This policy does not cover any loss, damage or liability if you're covered for that same loss, damage or liability to any extent under a policy with another insurer. We'll not contribute towards a claim under any other policy with another insurer.

Your policy includes automatic benefits

Claims that were not your fault

You'll keep your no claims bonus and you won't pay an excess if you've been involved in an accident during the period of insurance, and:

1. you've identified the party at fault (name, phone number, and registration number of that other party's vehicle), and
2. we're satisfied that the other party was more than 50% at fault.

Keys and locks lost or stolen

We'll pay to replace your car remote, keys, entry card or key codes and replace or re-code the locks if during the period of insurance:

1. they're lost
2. they're stolen
3. you've reasonable grounds to believe they have been illegally duplicated without your permission, or
4. you've reasonable grounds to believe that the combination number or electronic key codes may have become known to someone else without your permission.

Limits

We'll pay reasonable costs up to \$500.

Your first claim during the period of insurance will be excess free and your no claims bonus will be unaffected.

Any additional claims within the same period of insurance will mean you pay your excess and your no claims bonus may be affected.

Natural disaster damage

We'll pay for natural disaster damage to your car during the period of insurance.

No claims bonus

If you're eligible for a no claims bonus, we'll adjust your premium to reflect this.

Your premium may still increase at renewal for other reasons even though you receive a no claims bonus.

One event – one excess

If your car suffers loss and we've accepted your claim, and we accept a claim from the same event for loss to another domestic vehicle or your house or contents that we also insure, you'll only have to pay one excess. The excess that you pay will be the higher of those excesses.

Replacement and additional cars

If we insure your car, we'll cover any car you purchase:

1. to replace your car insured under this policy, or
2. in addition to your car insured under this policy.

We'll insure the replacement or additional car from the date you purchase it under the same terms and conditions as we insure your existing car.

Limits

We'll cover that car for the least of:

1. what you paid for it,
2. its market value, or
3. \$50,000.

We'll cover that car under this benefit for 14 days from the date of purchase.

Riot, strike, civil commotion

We'll pay for loss to your car caused by riot, strike or civil commotion.

Road clearing costs

If we've accepted your claim after a loss to your car, we'll pay for removing debris that you must legally remove from any road or parking area.

Limit

We'll pay reasonable costs up to \$1,000.

Towing costs

We'll pay for removing your car to the nearest repairer or place of safety if it can't be driven after a loss covered under this policy.

Limit

We'll pay reasonable costs.

Transport costs

We'll reimburse travel and accommodation costs to complete your journey or return home following a loss to your car and we've accepted your claim.

This benefit also extends to the driver and passengers travelling in your car if they are not the insured, and also domestic pets.

We'll also pay to return your car home after it has been repaired or recovered, or for you to travel to collect it from the repairer.

Limit

We'll pay reasonable costs up to \$500.

Optional benefits

Cover is provided under these optional benefits when they are shown as applying on your certificate of insurance.

Accessories and modifications

If you've chosen this optional benefit, we'll cover loss to your accessories and modifications that are installed in or on your car so long as we've accepted your claim for the loss to your car.

We also cover loss to your accessories if that loss occurs while they are stored at home.

Limit

We'll pay the least of:

1. the repair cost,
2. the current value of the item, or
3. your chosen accessories and modifications sum insured listed on your certificate of insurance.

Discount for no cover for under 25 year old drivers

If you've chosen this optional benefit, you've agreed that your car is not insured while it is being driven by or under the care or control of anyone under 25 years old. You'll receive a premium discount.

This limit on cover will not apply if the person who is in charge of your car is under 25 and has stolen it.

Rental vehicle hire for loss of use

We'll pay for you to rent and insure a similar vehicle to your car after a loss that is covered under this policy.

Limits

We'll pay reasonable costs up to \$2,000 for either:

1. the costs to rent and insure a similar car, or
2. the costs of an alternative mode of transport such as taxi or public transport.

We'll not pay rental charges:

1. if your car remains in a legally driveable condition after a loss but prior to repair
2. after your car is recovered in a legally driveable condition
3. after repairs have been completed
4. after we've paid your claim.

Windscreen and window glass excess buyout

If you've chosen this optional benefit and your claim is only for loss to your windscreen or window glass, your claim will be excess free and you'll keep your no claims bonus.

Limits

This benefit does not cover sunroofs, panoramic roofs, mirrors, lights, indicators or their covers.

This benefit is not available to all vehicles.

What you're not covered for

These are your policy exclusions

Your policy does not cover liability for:

1. Bodily injury
bodily injury to you or anyone in charge of your car.
2. Hire or lease
any car that you're hiring or leasing (unless the leasing company is named as an interested party).
3. Loss to your property
loss of or damage to property belonging to or under the care, custody or control of you or your driver or being conveyed in or loaded or unloaded from your car.
However, this exclusion does not apply to any disabled car being towed by your car for no financial gain or reward.
4. Where you've agreed to accept responsibility
loss or damage if you or your driver have agreed with any party to accept responsibility for any loss or damage when the law would not have held you or your driver responsible.

Your policy does not cover you if your car is being driven by or is in the charge of anyone who:

1. Alcohol limit exceeded
has a blood or breath alcohol level that exceeds the legal limit.
2. Alcohol or drug related convictions
after a claim event is subsequently convicted of any alcohol or drug related offence in connection with driving or being in charge of your car.
3. Intoxication while driving
is under the influence of intoxicating substances or drugs (either prescribed or not) that has caused or contributed towards the covered loss or liability under this policy.
4. Leaving the scene of an accident
did not stop at or leaves the scene of an accident when it is an offence to do so.
5. Refusing testing
fails or refuses to permit a specimen of blood or breath test to be taken when lawfully required to do so.
6. Unlicensed drivers
does not have a legal licence to drive in Tonga, or is not complying with the conditions of their licence.

These exclusions do not apply if the person who is in charge of your car has stolen it.

Your policy does not cover any loss, damage or liability arising from:

1. 48 hour stand-down
any loss that occurs within 48 hours of the start date of your policy caused by storm, flood, wildfire or landslip.

This exclusion does not apply:

- a. if this policy started immediately after another policy that covered this risk, or
 - b. if this policy was taken out at the same time you purchased the car.
2. Accessories and modifications
any accessories or modifications other than the cover provided under the optional benefit **Accessories and modifications** on page 14.
 3. Confiscation by an authority
confiscation, nationalisation or requisition by an order of government, local authority, the courts or any public authority, unless it is to prevent loss or damage covered by this policy.
 4. Controlled drugs pollution or contamination
the pollution or contamination of your car by the manufacture, storage or use in the car of controlled chemical or illicit drug, as defined in the Illicit Drugs Control Act or any amendment or replacement Act.
 5. Criminal and reckless acts
any criminal or reckless act or omission by you or by anyone in charge of your car. This exclusion does not apply to acts by any person who is in charge of your car after stealing it.
 6. Driving unsafely
 - a. the car being used or driven in an unsafe or dangerous way, for example by overloading either the car or the trailer, or texting while driving
 - b. the car being driven in an un-roadworthy condition.
 7. Fines and damages
aggravated, punitive or exemplary damages, fines, or penalties.
 8. Nuclear and radiation risks
nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.
 9. Use of the car
the inability to use your car unconnected with loss covered by this policy.
 10. Using the car for a purpose it was not designed for
a purpose other than for the purpose it was designed for.
 11. Using the car for business or occupation activities
which includes, but is not limited to, use in connection with: motor trades, any form of selling and/or collection, insurance assessing, motor-driving instruction for reward, carriage of goods or samples, any trade or business, hire, carrying fare-paying passengers, or a stock and station agency.
 12. Using the car for racing
sprinting, drag racing, pace-making, hill climbing, off-roading, reliability or time trials, rallying, speed tests or any form of motorsport or high speed driver training.
 13. Using the car off-road
using the car off-road, such as driving over open land, on beaches, riverbeds and sand dunes.

Your policy does not cover any claims for:

1. Faults and defects
the cost of remedying or repairing any defects.
2. Mechanical failure of the car
failure, breakage or breakdown of any part of the car, unless it occurs as a result of loss to your car and we've accepted your claim.
3. Wear, tear and depreciation
wear and tear or loss caused by the action of sunlight, depreciation or unrepaired damage.

However, resulting loss is covered. By resulting loss we mean secondary damage that occurs as a direct result of the excluded causes above 1 to 3.

Your policy excludes cover for communicable diseases

Your policy does not cover any loss, damage, liability, claim, cost, or expense arising out of or in connection with a communicable disease.

This exclusion also applies:

1. if there is some other contributing cause or event at the same or some other time
2. to the fear or threat (whether actual or perceived) of a communicable disease.

Your policy excludes cover for cyber loss

Your policy does not cover any loss, damage, liability, cost, or expense arising out of or in connection with the following events:

1. any cyber-attack or cyber incident
2. any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount connected to the value of any data.

This is regardless of any other contributing cause or event that happens at the same or some other time.

If your computer system suffers loss or damage insured by this policy, this exclusion will not apply to both:

1. the cost to repair or replace the computer system itself
2. the costs of copying the data from back-up or from originals of a previous generation.

We do not cover costs of research or engineering, or any costs of recreating, gathering, or assembling data. If your computer system is not repaired, replaced, or restored, we will pay the cost of the blank computer system only.

This exclusion does not apply to loss or damage to your property insured under this policy caused by fire or explosion directly resulting from a cyber incident, unless that cyber incident arises out of or in connection with a cyber-attack, including controlling, preventing, suppressing or remediating any cyber-attack.

Your policy excludes cover for war and terrorism

Your policy does not cover any loss, damage or liability arising directly or indirectly from, occasioned by, through, in consequence directly or indirectly of, or claim for:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war
2. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law
3. confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public local authority, or
4. any act of any person or persons acting on behalf of, or in connection with, any organisation the objective of which includes the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

Terrorism is the use of violence, or the threat of violence, in order to achieve a political, social or religious goal.

You have certain responsibilities

Here is a list of what you and any person in charge of your car with your permission must do.

1. You must be honest and fair with us. All your statements made about this policy and any claim must be honest, correct and complete.
2. You must keep your car well maintained and in roadworthy condition. This means that your car must be maintained to a level where it would pass a warrant of fitness test by someone, other than you, who has the authority to do the test.
3. You must tell us immediately if anyone:
 - a. starts to use your car for a business purpose, including delivering food
 - b. modifies your car to change its performance
 - c. becomes a new regular driver of your car.
4. You must tell us immediately if you or any other person covered by this policy:
 - a. commits, is charged with, or is convicted of a criminal offence
 - b. commits, is charged with, or is convicted of a driving offence (but not parking offences)
 - c. has their driving licence suspended or cancelled, or has a special condition added to their licence
 - d. has had a claim declined or avoided
 - e. has insurance refused or cancelled by an insurance company, or has any special terms added to a policy.

We may change the terms that we insure you on, or the premium, to reflect the change in circumstances that you've told us about.

We may cancel your policy if what you tell us is in our opinion, a substantial change in risk.

5. You and any person in charge of your car with your permission must:
 - a. take reasonable care to protect and maintain your car and to avoid legal liability, and
 - b. ensure that your car is securely locked when unattended.
6. You must pay all premiums in full by the due date. If any premium remains unpaid 28 days following the due date, we may cancel this policy (effective from the first day of the period that the unpaid premium relates).

If you do not comply with your responsibilities under this section, **You have certain responsibilities** on page 19, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, we'll give you 14 days' notice emailed or posted to your last known address on our records. If we do this, we'll refund your unused premium.

If we avoid your policy, it will be treated as if it had never been taken out. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll refund your entire premium paid less any claims already paid.

How to make a claim

It is important that you tell us as soon as you become aware of any circumstances that may result in a claim.

Call us on +676 24 066 or go to towerinsurance.to/claims to make a claim online.

You have certain responsibilities at claim time

Events leading to a claim can be stressful. Your personal safety is paramount, so make sure you and anyone else involved are safe from harm and if necessary, call the emergency services.

Here's a list of what you and any person in charge of your car with your permission must do at claim time.

Before you lodge your claim

You must:

1. Inform the Police if it appears that there has been arson, theft, burglary or malicious damage and provide details of the complaint to us. For example, the acknowledgement number.
2. Tell us as soon as possible:
 - a. if it is likely that you'll make a claim
 - b. if you or anyone else who may have cover under this policy is charged with any offence that resulted in loss of property, or caused bodily injury to someone else
 - c. about any claim made against you by another person, with full particulars and all legal documents served on you.
3. Take all reasonable steps to prevent further loss or liability.
4. Get our permission before you arrange for any repairs or replacement, or incur any expense for any claim.
5. If we ask you to complete a claim form, return that claim form to us within 30 days.

Once you've lodged your claim

You must:

6. Let us inspect the damaged car and deal reasonably with any salvage. No property may be abandoned to us.
7. Let us complete all necessary documents and authorities for any claims under this policy as your authorised agent.
8. Provide proof of purchase and/or proof of ownership of all items being claimed for.
9. Comply with all our requests about your claim by providing full cooperation, information and assistance.
10. Not discuss a claim made on you by another person with them. Instead, refer them to us.
11. Pay any applicable excess and any additional excess.
12. Let us instruct a solicitor of our choice to conduct your defence. You must follow the recommendations of that solicitor about the conduct or continuation of your defence.
13. Let us talk with that solicitor when necessary about the details of the case and the conduct or continuation of your defence.

After we've accepted your claim

You must:

14. Make sure that any repairs are carried out promptly.
15. Cooperate fully in any action we take to recover money from other parties involved in your claim.
16. Let us take over for our own benefit and settle any legal right of recovery you may have.
17. Tell us if any person pays compensation to you for any loss or cost that was part of the claim. Reimburse us for that payment as soon as you receive any reparation.
18. Tell us if any lost or stolen property that was part of the claim is found or recovered. Hand it over to us or, at our option, refund any money paid by us if we request it.

If you do not comply with your responsibilities under this section, **You have certain responsibilities at claim time** on page 19, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, we'll give you 14 days' notice emailed or posted to your last known address on our records. If we do this, we'll refund your unused premium.

If we avoid your policy, it will be treated as if it had never been taken out. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll refund your entire premium paid less any claims already paid.

How we'll look after your claim

When you contact us to make a claim we'll:

1. process your claim within the terms of the policy
2. explain how the claims process works
3. explain what we need to go ahead with your claim
4. if required, arrange for an assessor, investigator or other specialist to inspect the loss and explain the procedure that will be followed
5. keep you updated on your claim's progress
6. give you all the information you need on how we'll settle your claim
7. if we decline your claim, we'll clearly explain why.

What excesses you may need to pay

The excess is the amount of any claim that you're responsible for. The excess applies to each event that results in a claim. Where loss has been caused on multiple occasions or events, an excess will apply for each occasion or event.

Unless the benefit being claimed says it's excess free you'll need to pay your excess.

Additional excesses apply when the car is being driven or in the control of:

1. an inexperienced driver
2. when an additional underwriting excess has been applied.

Your excess and any additional excesses that apply are detailed on your certificate of insurance.

How we'll settle your claim

We'll settle your claim for loss following the process set out below.

For repairs

If we decide to repair your car, we have the option to:

1. arrange the repair, or
2. pay you an amount equal to the reasonable cost of repairs as assessed by us.

The most we'll pay is the least of:

- a. the cost of repairs,
- b. the market value at the time of the loss, or
- c. the sum insured shown on your certificate of insurance.

In the case of partial loss to your car we'll automatically reinstate your car sum insured to its pre-loss cover value after we meet any claim and repairs have been completed.

For a total loss

If we decide your car is a total loss:

1. we'll pay you the lesser of:
 - a. the market value at the time of loss, or
 - b. the sum insured shown on your certificate of insurance
2. the current value for any accessories and modifications, up to the maximum amount for these shown on your certificate of insurance
3. your car, including its accessories and modifications, will become our property
4. we'll automatically cancel your policy.

In all cases:

We'll not pay more than the maximum amounts detailed for all benefits in this policy wording or on your certificate of insurance.

We'll pay an interested party (for example, finance company) if we've been notified of their interest in your car. Their receipt will discharge us to the extent of our payment.

If your car includes any set of accessories, we'll firstly try to match the undamaged item or items and, if that is not possible, we'll pay for the nearest equivalent set available.

We have the option to use new, recycled or reconditioned parts in any repair.

Replacement parts

We'll pay for any part or accessory not currently available in Tonga up to the lesser of:

1. the last known price list in Tonga when the part or accessory was available, or
2. the part's or accessory's closest Tongan equivalent.

We'll pay you the equivalent cost to us for a part or accessory if you ask us not to replace it.

Limits

Your car is not covered for:

1. freight and other costs to import parts or accessories from outside Tonga
2. any costs due to the inability to match existing paint, or
3. costs to replace any part or accessory that has not suffered loss.

Other important information

You can cancel this policy

You can cancel this policy by notifying us either online or by phone or email. We'll refund the unused portion of your premium.

We may cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out in the headings:

1. ***You have certain responsibilities*** on page 19
2. ***You have certain responsibilities at claim time*** on page 21
3. ***Making changes to this policy*** on page 25.

If we cancel your policy, we'll refund your unused premium.

Free look period

If you're not completely happy with your policy, you can cancel it within 30 days of the start date so long as you've not made any claims.

We'll refund any premiums you paid and we'll both regard this policy as never having started.

Making changes to this policy

You can have this policy altered as long as we agree to that alteration and have confirmed this to you.

We can alter the terms or cancel this policy by giving you at least 14 days' notice sent or emailed to your last known address on our records in any of the following circumstances:

1. to reflect any material changes to relevant law
2. to increase the level of existing cover, or add additional cover
3. if we're no longer able to secure reinsurance protection for perils covered by this policy
4. to allow for a material change in your (or your property's) risk profile
5. to allow for a material change in the risk profile of a group of similar policy holders (or similar insured property) that will not be commercially sustainable for us under current policy terms.

If you do not agree to the alterations to the terms of your policy, you can cancel it (effective from the date of the proposed alteration). You can do this by contacting us online or by email or phone before the effective date of the proposed alterations. If you cancel on this basis, we'll refund your unused premium.

Other parties with a financial interest

You authorise us to disclose personal information about your insurance to any holder of a financial interest in your car.

This policy is under Tongan law

Tonga has jurisdiction

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

Any compensation awarded or costs or expenses of litigation outside Tonga are not covered.

Tongan currency and taxes apply

All sums insured and policy limits are expressed in Tongan currency and include Value Added Tax (VAT) and all other taxes. All claims will be paid in Tongan currency.

How we'll communicate with you

We'll communicate with you to your last notified physical or email address.

If email is your preferred method of communication, the address you provided to us must be valid and must be checked on a regular basis.

You must tell us if you change your physical or email address.

Talk to us if you have a concern

We always strive to give the best possible service. So, if you're not happy with something – anything – please let us know. We'll aim to get it sorted for you quickly and fairly.

Often a quick conversation with us can help straighten things out. But, every now and then an issue might occur that can't be easily resolved. If that's the case, we'll talk you through our internal disputes resolution procedure. And if we still can't agree, we'll let you know how you can access our external disputes resolution provider.

you would like more information, check out towerinsurance.to/contact-us/complaints-procedure.

Glossary

Please note words in the singular can be in the plural and vice versa.

Accessory

An automotive part installed in or on your car that is not supplied or fitted by the manufacturer of your car as standard equipment for your make and model of car.

Accidental

Unintended and unexpected by you.

Bodily injury

Accidental bodily injury to a person occurring during the period of insurance in Tonga including death, illness, disability, disease, shock, fright, mental anguish or mental injury.

Car

The motor vehicle listed on your certificate of insurance.

Certificate of insurance

The certificate of insurance first issued to you or any further certificate issued following a change to the policy or a renewal of the policy (whichever applies at the time of the event).

Communicable disease

Any disease which can be transmitted by any substance or agent from any organism to another by any method of transmission where the disease, substance or agent can:

1. cause or threaten damage to human health or human welfare
2. cause or threaten damage; deterioration; loss of value or marketability; or loss of use of property.

Computer system

Any of the following things:

1. any computer, hardware, software, communications system
2. any electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device)
3. any server, cloud, or microcontroller, including any similar system or configuration of them and including any associated input, output, data storage device, networking equipment or back up facility.

Current value

The cost at the time of loss of repairing or replacing listed accessories and modifications to a condition no better than new, less an appropriate allowance for depreciation.

Cyber-attack

One or more unauthorised, malicious, or criminal acts regardless of time and place - involving access to, processing of, use of or operation of a computer system. A cyber-attack can be the threat or hoax of these acts.

Cyber incident

Any of the following things:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system
2. any partial or total unavailability or failure to access, process, use or operate any computer system; it can be a single incident or a series of related incidents.

Data

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system.

Excess

The amount of any claim that you must bear as shown on your certificate of insurance and/or in this policy wording.

Loss

Sudden and accidental physical loss or sudden and accidental physical damage occurring during the period of insurance in Tonga.

Market value

The reasonable cost that a car of the same make, model, kilometres travelled, year and condition as your car could have been purchased on the retail market immediately before the loss, as assessed by a valuer approved by us.

Modifications or modified

Changes or alterations to your car from the manufacturer's standard specifications, including but not limited to engine, steering, suspension, tyres or wheels.

Natural disaster damage

Physical damage or destruction as a direct result of earthquake, natural landslip, volcanic eruption, hydrothermal activity or tsunami. This includes damage or destruction occurring (whether accidentally or not) as a direct result of measures taken under proper authority to avoid the spreading of or to otherwise reduce the consequences of an earthquake, natural landslip, volcanic eruption, hydrothermal activity or tsunami. It does not include any damage or destruction where compensation is payable by any other party.

Natural landslip

The movement of ground forming materials that, before movement, formed an integral part of the ground. Such materials might be one or more of natural rock, soil, or artificial fill. 'Movement' means any one or more of falling, sliding, or flowing. Movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion is not natural landslip.

Period of insurance

The period shown on your certificate of insurance. If you select a start date in the future, cover will begin at 12:00am on that day. Otherwise, cover begins at the time you purchased this insurance. Cover ends at 11:59pm on the last day shown on your certificate of insurance or at the effective time of cancellation.

Storm

Gale, windstorm, hurricane or cyclone.

Unused premium

Premium for the days you've paid for, but will not be insured (calculated as at the effective date of cancellation).

We, us or our

National Pacific Insurance (Tonga) Limited trading as Tower Insurance.

You or your

The persons named on your certificate of insurance as the insured. Where you jointly own the car, this policy insures you jointly.