



**DOMINION INSURANCE (TONGA) LIMITED**

NUKU'ALOFA

BOX 1029

PH 21-105

FAX 25-143

**BURGLARY POLICY**

**POLICY SCHEDULE**

AGENCY  CLIENT/POLICY REF.

REPLACING DOMINION INSURANCE POLICY NUMBER \_\_\_\_\_ DUE \_\_\_\_\_

THE INSURED \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

**SITUATION OF PROPERTY**

NOTE: The premises does not include any yard or open space or any garage, outbuilding or other building not communicating with the main premises.

**PERIOD OF INSURANCE** FROM / /20 TO / /20 at 4pm

ITEM NUMBER	DESCRIPTION OF PROPERTY OWNED BY THE INSURED OR HELD IN TRUST OR ON COMMISSION OR FOR WHICH THE INSURED IS LEGALLY LIABLE	SUM INSURED
(a)	Tools, utensils of trade, office machines and equipment furniture, fixtures, fittings and other contents but excluding property described under Items (b) or (c)	\$
(b)	Stock in Trade	\$
(c)	Trade Machinery and Plant	\$
(d)	Other property	\$
(e)	Damage to premises and property therein due to theft or attempt there at	\$

**DEDUCTIBLE**  
\$ \_\_\_\_\_

	COMPANY PREMIUM	STAMP DUTY	TOTAL PREMIUM	PRO RATA
<b>TOTAL</b>				

**SIGN BY THE AUTHORISED REPRESENTATIVE OF THE COMPANY** \_\_\_\_\_

## POLICY TERMS AND CONDITIONS

The Dominion will indemnify you in respect of any insured property which is stolen (as defined below) during the period of insurance and subject to the Terms and Conditions of this Policy. The Dominion Liability shall not exceed the sum insured for each Item insured nor the total sum insured in respect of all damages.

### WHAT YOU ARE INSURED FOR

The Dominion (at its option) agrees to indemnify you by payment, reinstatement or repair if:

- (a) the property insured, whilst within the premises, be: stolen following actual forcible and violent entry of the premises by thieves (other than employees) or by thieves unlawfully concealed thereon; or
- (b) there is any damage to the Premises owned by the insured or for which the insured is legally responsible arising from such theft or attempted theft (as defined in (a) above).

### WHAT YOU ARE NOT INSURED FOR – DEDUCTIBLES AND EXCLUSIONS

- 1) The amount of any deductible as specified in the policy schedule.
- 2) Shortages due to clerical or accounting errors and loss due to errors in receiving or paying out.
- 3) Loss or Damage to any plate or stained glass or any decoration or lettering thereon.
- 4) Loss or Damage to Current Coin Bank and Currency Notes, Cheques, Postal Notes, Money Orders, Travelers cheques, Current Postage and Revenue Stamps and negotiable instruments.
- 5) Not more than their value as materials in respect of business books, plans, patterns, moulds, models, designs or documents of any kind.
- 6) Loss or damage to any cash register or money drawer which is kept locked outside normal business hours.
- 7) Loss for which at the time of its occurrence indemnity is provided by or would but for the existence of this Policy be provided by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies has this insurance not been effected.
- 8) Loss or Damage resulting from fire or explosion (but loss or damage caused by the explosion of any explosive used by the thieves for the purpose of breaking open any safe or strong—room in the premises (but not by fire resulting from such explosion) is not excluded)
- 9) Loss occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences:
  - (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, riot, military rising, rebellion, revolution, insurrection, terrorism, sabotage, military or usurped power.
  - (b) Nuclear weapon material or ionizing radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel.
  - (c) Earthquake, Tidal Wave, Cyclone or other convulsion of nature.

### ADDITIONAL PROVISIONS AND BENEFITS

- 1 **Reinstatement** – The sum insured shall not be reduced by the amount of any claims paid. The Insured undertakes to pay such premium at the applicable rate as may be required for this reinstatement.
- 2 **Branded Goods** – The dominion will not sell or otherwise dispose of salvaged branded goods without the prior consent of the Insured. Where the Insured declines to give consent, the insured may retain possession of the salvaged goods and their reasonable salvage value will be deducted from the amount of the claim.
- 3 **Employees Personal Effects** – (but excluding motor vehicles) are covered under this policy but only whilst the effects are in or about premises owned occupied by the Insured. The Dominion liability under this extension will be discharged by payment of claims to the Insured as trustee for the employees. Any such claim will be payable free of any deductible that might otherwise apply, but will not exceed \$250 in respect of any one employee.
- 4 **Other Interest** – Where the Insured is under an obligation to insure the interest of any person or corporation having an insurable interest in any of the Insured Property, The Dominion will indemnify the Insured and that person or corporation as if a separate policy had been issued to each. However:
  - (a) The Dominion will not be liable to indemnify any person or corporation whose interest has not been declared to The Dominion by the time indemnity becomes payable: and
  - (b) The Dominion's liability will not be increase beyond the amount that would be payable if this extension had not been incorporated in the policy.
5. **Social Club Property** – This policy extends to cover the property of any pension fund, social club, sports club, or similar entity, whose activities are principally for the benefit of the Insured's employees. The Dominion liability under this extension will be discharged by payment of claims to the Insured as trustee for members of the entity concerned.
6. **Temporary Removal** – The Insured Property (other than stock) is covered whilst temporarily removed to other premises anywhere in Tonga. The amount recoverable under this extension in respect of the property so removed will not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

## CONDITIONS

1. **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.
2. **Precautions:-** The Insured shall take all reasonable precautions for the safety of the property insured as regards selection and supervision of employees, securing all doors and windows and other means of entrance and otherwise. All protection measures which existed at the commencement date of this insurance and which the Dominion was aware of must be maintained and/or kept fully operational at all times.
3. **Claims:-**
  - A. The Insured shall:
    1. Immediately notify the Dominion and the Police of any occurrence which may give rise to a claim.
    2. Immediately take all practical steps to discover the guilty person or persons and to recover the property lost.
    3. 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.
    4. Take all reasonable steps to prevent further loss or damage.
  - B. In the event of any claim the Dominion shall be entitled:
    1. 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.
    2. To enter any premises where loss or damage has occurred and take and keep possession of the property and deal with salvage in a reasonable manner. No property may be abandoned to the Dominion.
4. **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.
5. **Cancellation and Variation:-**
  - (a) The Insured may cancel this policy at any time in which case the Dominion will refund 80% of the unused premium.
  - (b) The Dominion may cancel this policy or amend the terms, exclusions and limitations after 4:00pm on the 14<sup>th</sup> day following dispatch or written notice to the Insured's last known address. The Insured shall be entitled to a return of premium proportionate to the unexpired period of the cancelled policy.
6. **Jurisdiction:-** Notwithstanding anything contained in this policy to the contrary the indemnity provided herein shall not be apply to:
  1. 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.
  2. 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 annual premium 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.