

Commercial Property Proposal



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Some important explanations or definitions applicable to the policy

Your insurance contract with Us is based on the information You disclose in Your proposal to Us. The terms and conditions of Your insurance contract with Us are contained in the policy document that We will issue to You. There are important terms You need to understand in arranging Your insurance, some of which We have mentioned below to assist You. To see all the terms and conditions of the policy You can view a copy on Our web site or request a copy from Us prior to arranging this insurance.

The Company, Insurer, Dominion, We, Us or Our means Dominion Insurance (Tonga) Limited.

The Insured, You or Your means the insured named in the **schedule**.

Accidental means a sudden and unforeseen event causing physical loss or damage that is not intended or expected by You.

Buildings means the buildings and other structures including but not limited to the appurtenances, plant, fixtures, fittings, pipes and cables pertaining to any of them, all located in or about the premises. Also including any fixed signs and lettering, tanks, walls, gates and fences; but does not include

- 1.1 standing timber, growing crops, pastures, livestock, trees, planted hedges, shrubs, lawns and plants and all other landscaping,
- 1.2 dams, canals, reservoirs (but not tanks), retaining walls, land, drainage systems, dams, reservoirs, canals, culverts, aqueducts, tunnels, bridges, docks, piers, wharves, breakwaters or mining property located above or underground or railway tunnels, road or railway bridges;
- 1.3 any land including topsoil and backfill.

Contents means the contents of any buildings, chattels in the open or under shelter, tenants improvements and all other tangible property not more specifically described within the policy schedule but does not include

- 1.1 Motor vehicles, motor cycles, other mechanically or electrically propelled vehicles (including but not limited to railway locomotives and rolling stock), watercraft, outboard motors, aircraft and accessories unless this property forms part of the stock of Your business however such stock will not be covered whilst being driven, towed, sailed or flown;
- 1.2 Livestock, trees, growing crops, Jewellery, precious stones, works of art, precious metals or bullion other than stock or plant of Your business
- 1.3 Cash, negotiable checks, money orders, stamps, credit cards, invoices, other negotiable instruments
- 1.4 motor vehicles, watercraft and aircraft of every kind, and accessories contained in them or on them, other than as stock of the business;
- 1.5 any of the following property unless it is specified in the schedule:
- 1.6 computer software, computer systems records and electronic data including the replacing or reproducing of information contained in or on them; or
- 1.7 the loss of value of the information contained in or on computer software computer systems records and electronic data;

Average means that if the sum insured is less than the actual value of the property insured any claim will be proportionately reduced. Because of this You should review Your sum insured at each renewal to be sure that it represents the actual value of the property insured

Deductible or Excess is the first amount of any claim that You must pay. You must contribute the amounts shown in the policy and/or schedule under the heading "deductible and or excesses" as the first amount of any claim. It is the amount which will be deducted from the adjusted loss (net of salvage and other recoveries) in respect to each loss/each location arising out of any one event during any one 72 hour period.

Indemnity Value Unless otherwise agreed and endorsed within the policy the property is insured for its indemnity value and not its replacement value or any other agreed value. This means that the market value and accumulated depreciation will be considered when any claim is adjusted.

Replacement value as defined in the Reinstatement Memorandum in the policy.

Sub limits restrict the maximum amount payable in the event of a claim for some perils, events or defined property irrespective of the total sum insured.

Situation means the location of the property insured.

Deductible or Excess is the first amount of any claim that You must pay. You must contribute the amounts shown in the the policy and/or schedule under the heading “deductible and or excesses” as the first amount of any claim. It is the amount which will be deducted from the adjusted loss (net of salvage and other recoveries) in respect to each loss/each location arising out of any one event during any one 72 hour period.

What You are insured for

We will indemnify You for accidental loss or damage to any of the insured property occurring during the period of insurance.

Excluded events. These may be included by applying to Us for cover and if We agree You will pay an additional premium

- Cyclone (Windstorm, Gale, Hurricane or Tropical cyclone, referred to herein as cyclone)
- Earthquake, volcanic eruption and/or subterranean fire, tidal wave or tsunami.
- Flood.
- Burglary (applicable to Your Contents).
- Riot, malicious acts, civil commotion, strikes or locked-out workers.
- Looting.

What We will pay

At Our option, We will pay up to the sum insured You select in this proposal either the **Replacement Value** or the **Indemnity Value** or other value and including within the Sum Insured the cost of the following:

- demolishing and removing the debris including contents for which a claim has been accepted.
- temporary repairs and other measures necessary to secure the property or to make it safe or suitable for continued use.
- Professional Fees being architects, engineers and other professional fees incurred in the rebuilding or repairs to the property for which a claim has been accepted.

Deductibles and sub- limits

In the event of any claim made under this policy the final adjusted loss shall be subject to the following deductibles and sub limits to any one item/column as specified in the policy schedule.

1. In respect to any claim for cyclone and when the policy has been extended to include this peril the amount of the deductible shall be 2.5% of the sum insured or \$2,500 whichever is the greater during any one period of 72 consecutive hours.
2. In respect to any claim for earthquake, volcanic eruption, tsunami or tidal wave the amount of the deductible shall be 7.5% of the sum insured or \$2,500 whichever is the greater during any one period of 72 consecutive hours.
3. In respect to any claim for flood and when the policy has been extended to include this peril the deductible shall be \$2,500 during any one period of 72 consecutive hours in respect of each item/column as specified in the policy schedule.
4. In respect to any claim for burglary and when the policy has been extended to include this peril
 - 4.1 the deductible shall be \$2,500 and
 - 4.2 the sub limit 15% of the sum insured.
5. In respect to riot, malicious acts, civil commotion, strikes or locked-out workers and when the policy has been extended to include these perils the amount of the deductible shall be 2.5% of the sum insured or \$2,500 whichever is the greater during any one period of 72 consecutive hours.
6. In respect to looting sacking and/or pillaging and when the policy has been extended to include these perils the deductible shall be 7.5% of the sum insured and the sub limit shall be 50% of the sum insured for stock and or contents
7. In respect to any claim for loss or damage to any curiosity or work of art the sub limit shall be \$1,000
8. In respect to documents, manuscripts, magnetic media, business books, microfilm, technical drawings, plans, designs, patterns, models, moulds and other records which may be insured under this policy only their value as materials is insured. The value of the information is not insured.

Replacement Value is available only if You supply a Replacement Valuation by a qualified valuer

Cyclone cover is available only if You satisfy the cyclone compliance criteria in the proposal application form

IMPORTANT NOTE Dominion Insurance (Tonga) Limited will assume that all questions are answered on behalf of all proposers

If a company or trust please include full legal title and names (s) of Trustees partners, directors, owners and all other interested parties

1. YOUR DETAILS

1.1 Full Name of Insured: _____

Postal Address: _____

Bus Tel _____ Mob _____ Priv _____ Fax _____ E-mail _____

Interested Parties: _____

Postal Address _____

Bus Tel _____ Mob _____ Priv _____ Fax _____ E-mail _____

1.2 When do You need cover? From start date _____ To _____ at 4pm and renewable annually

1.3 Trade and/or Occupancy: Please describe your Business and Operations for which this insurance is required:

1.4 How long have you been established in the business or trade to which this Proposal applies _____

6. Please Specify	Turnover	Rentals	Payroll	Number of employees
Past 12 months	\$ _____	\$ _____	\$ _____	
Next 12 months	\$ _____	\$ _____	\$ _____	

2. IMPORTANT QUESTIONS

2. Have You or Your family members, de facto partner, business partners, directors, trustees and/or beneficial owners, managers or any other person or entity to be covered by the insurance including any supplementary insurance proposal that you may complete for Business Interruption; Money; Stock Deterioration; or Machinery Breakdown:

2.2 In the last 10 years:

2.2.1 Suffered loss or damage exceeding \$1,000 (whether insured or not)? Yes No

2.2.2 Made an insurance claim? Yes No

2.2.3 Been subject to lawsuit or a legal liability claim? Yes No

2.2.4 Been bankrupt? Yes No

2.3 Ever:

2.3.1 Had any insurance declined, cancelled, avoided, renewal refused, terms imposed or claim declined? Yes No

2.3.2 Engaged in any criminal activity or had any criminal convictions, acquittals or diversions, or have any criminal prosecutions pending? Yes No

2.4 Is there any further information likely to affect this insurance? Yes No

2.5 Who was Your Insurance Company for the last 12 months? _____ Policy No _____

If You have answered "Yes" to any of the above questions please provide full details and dates in the space provided below. If further space is required please complete on a separate sheet. _____

4. LOCATION PROPERTY TO BE INSURED – for more than one location please complete a new page 4 for each

Location Situation of Property _____	Street, Avenue, Crescent etc	Suburb	City
Unit number _____			

5. INSURANCE COVER REQUIRED please refer to IMPORTANT NOTES below as you complete

Property Column	Indemnity Value \$	Replacement value \$	Cyclone extension	Earthquake extension	Flood extension	Distance from sea or a river	Flood Sum Insured Sub Limit	Burglary extension	Burglary Sum Insured Sub Limit	Riot extension	Looting extension
A. Buildings			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		\$			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
B. Contents, Plant, Machinery			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		\$	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
C. Stock			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		\$	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
D. Specified property			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		\$	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

6 IMPORTANT NOTES

- 6.1 Include in the Value demolishing, removal of debris and professional fees. refer to page 2: "What We will pay". If you select Replacement Value you must provide Us with a valuation by qualified valuer.
- 6.2 Cyclone compliance certificate. Your certificate must not be more than 7 years old as at the inception date of this policy or any subsequent renewal date. There is no cyclone cover until you have a cyclone compliance certificate issued by qualified structural engineer approved by Us. Name of engineer _____ date of Certificate _____
- 6.3 Cover is NOT included under this insurance. **Business Interruption**; **Money**; **Stock Deterioration**; **Machinery breakdown**; If you require cover please complete a separate proposal and attach.

7 PROPERTY DETAILS

<p>Land title</p> <p>7.1 Freehold <input type="checkbox"/> Native Lease <input type="checkbox"/> Crown Land <input type="checkbox"/> Title/lease number _____ Expiry date _____</p> <p>7.2 Are there any entries against Your certificate of title or has any notice been issued by a local authority in relation to the property? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details _____</p> <p>7.3 _____</p> <p>Occupation</p> <p>7.4 Who occupies the building? Proposer (You) <input type="checkbox"/> Proposer & other tenants <input type="checkbox"/> Tenants only <input type="checkbox"/> How many Tenants? _____</p> <p>7.5 How many self-contained units does this building have? _____</p> <p>7.6 Does this building form part of a multi-unit complex (eg Body Corporate) Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please give details _____</p> <p>7.7 Please describe the occupation of the building premises _____</p> <p>Energy</p> <p>7.8 Is the Property on town (mains) water Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>7.9 Electricity Yes <input type="checkbox"/> No <input type="checkbox"/> Lpg Gas Yes <input type="checkbox"/> No <input type="checkbox"/> Kerosine/Bezine Yes <input type="checkbox"/> No <input type="checkbox"/> Other _____</p> <p>7.10 Are there any Dangerous Goods including mineral spirits stored in the premises? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes provide details _____</p>	<p>Security and protection</p> <p>7.11 Are all external doors fitted with deadlocks and/or sliding door bolts? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>7.12 Are all outside windows fitted with burglar bars? Is there a burglar alarm fitted? Yes <input type="checkbox"/> No <input type="checkbox"/> Audible <input type="checkbox"/> Monitored <input type="checkbox"/> Is there a smoke alarm fitted? Yes <input type="checkbox"/> No <input type="checkbox"/> Audible <input type="checkbox"/> Monitored <input type="checkbox"/></p> <p>If it is monitored who is the monitoring company? _____</p> <p>7.14 Details of any other security arrangements _____</p> <p>7.15 Is the Property fenced? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>7.16 Do the premises have: Sprinklers: Yes <input type="checkbox"/> No <input type="checkbox"/> Smoke detectors: Yes <input type="checkbox"/> No <input type="checkbox"/> Hose Reels: Yes <input type="checkbox"/> No <input type="checkbox"/> Extinguishers: Yes <input type="checkbox"/> No <input type="checkbox"/> Fire Blankets Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details _____</p> <p>Use of heat</p> <p>7.17 Does your business involve the use of blow torches, cutting or welding equipment, naked flames or other open heat source at your own premises? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please advise precautions taken to prevent fire damage: _____</p>
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DUTY OF DISCLOSURE

Your Duty of disclosure means You are under a duty to disclose all material information to Dominion Insurance (Tonga) Limited ("Dominion") whether the information is asked for or not and is to include information that applies to any supplementary proposal for a Business Interruption Policy and/or Money Policy, and/or Stock Deterioration and/or Machinery Breakdown Policy. Material information is information that might influence Our decision to insure You and if so on what terms and/or premium. All information given must be complete and correct. If You have any doubt as to whether a fact is material then it should be disclosed. The duty to disclose all material information occurs prior to the commencement of cover, if the contract is varied and prior to each renewal. Failure to disclose all material information may result in Dominion avoiding Your insurance policy. This means Your policy would be deemed never to have existed and any claims would not be payable.

PLEASE READ CAREFULLY BEFORE SIGNING

I/We hereby declare and warrant

- that the information given in this proposal is in every respect true and correct and that the information given above and on the other side of this proposal is true and no other relevant information has been withheld.
- Dominion is aware of all information that may be material in considering this proposal.
- that this proposal and declaration shall be the basis of and incorporated in the insurance contract between Us and accept the Policy subject to the terms and conditions it contains and agree to pay the premium.
- I/We are not already insured unless stated otherwise.
- I/We will take all reasonable care to prevent loss, damage or injury.
- that the amounts insured represent the full value of the property and/ I We understand that the Dominion or their Agent is not a qualified valuer, but I/We accept the amount insured for the purpose of this policy and that the policy is subject to average.

I/We undertake to inform Dominion of any material alteration to the above facts whether occurring before or after the completion of this insurance contract.

I/We authorise Dominion or their Agent to obtain from the police, other insurers or any insurance agent, broker or other party any information relating to this insurance or any other insurance held by myself/Us or any claim made by myself/Us or my/Our credit history.

I/We understand that:

- Dominion is collecting the information on this proposal to evaluate my/Our application for insurance.
- I/We am/are obliged to inform Dominion of any information which may be material to its consideration of this application.
- Failure to provide any of this information or pay the premium may result in Dominion refusing to provide the insurance.
- I/We have read pages 1 - 2 of this proposal application and have been offered the full policy document to read.

Signed by the proposer 1. _____ Date _____

Print your full name _____

Signed by the proposer 2. _____ Date _____

Print your full name _____

OFFICE USE	Buildings	Contents	Stock	Other	TOTAL
A	BASIC PREMIUM				
B	CYCLONE PREMIUM				
C	FLOOD				
D	BURGLARY				
E	EARTHQUAKE				
F	RIOT				
G	LOOTING				
H	TOTAL PREMIUM				
I	INSURERS ADMINISTRATION FEE				
J					
K	TOTAL A+B+C+D+E+F+G+H +I+J = K				
BRANCH			INTERMEDIARY		
CLIENT REFERENCE					
REPLACING POLICY NUMBER			POLICY NUMBER		