



DOMINION
INSURANCE

Home and Contents Policy

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We would like to make sure You are aware of all Your entitlements under this policy, so please read the document carefully. After You have read it, please contact Our Office if You would like further information.

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Introduction and agreement

We agree to provide the cover set out in this policy during the period of cover provided You have paid the premium and subject to the policy's terms, limits, conditions and exceptions.

Your insurance contract consists of three parts:

1. this printed policy document;
2. the personalised schedule, with details of the cover which applies to You. (The policy schedule is updated from time to time as changes are made to Your cover. Any changes to the standard cover in this policy will be noted on the schedule or other specification); and
3. the proposal or application form or brokers submission.

Definitions

Definitions explain words frequently used in the policy. Defined words are shown in **bold style** paragraphs 1 to 40.

1. **The Company, Insurer, Dominion, We, Us** or **Our** means Dominion Insurance (Tonga) Limited.
2. **The Insured, You** or **Your** means the insured named in the schedule. In respect of Contents, it also means Your partner and members of Your or Your partner's immediate family permanently residing at the home, not being otherwise insured.
3. **Partner** means a marriage partner, or de facto partner as defined in Tongan Legislation and any subsequent amendments.

4. **Period of cover** means the “period” or “period of insurance” specified on the schedule.
5. **Schedule** is the latest current policy schedule, expiry notice or insurance renewal issued to You.
6. **Other specification** is the amended or additional terms and clauses agreed to by Us and confirmed in writing.
7. **Premium** is the consideration for this contract. This may mean the first premium or any subsequent renewal or endorsement premium and includes any government levies and charges.
8. **Tongan Pa’anga** is the currency in which this policy is issued.
9. **Market Value** means the reasonable value of the insured property immediately prior to the loss or damage.
10. **Accidental** means a sudden and unforeseen event causing physical loss or damage that is not intended or expected by You.
11. **Home** means each dwelling (including residential flat or holiday home) within the residential boundaries of the property on which the home is situated. It includes any part of the home used as a home office.
 - 11.1 It also includes:
 - 11.1.1 domestic outbuildings, greenhouses and garages;
 - 11.1.2 permanent decks and built in furniture;
 - 11.1.3 aerials forming part of the building;
 - 11.1.4 fixed floor coverings;
 - 11.1.5 coverings fixed to the ceiling or wall but not curtains, drapes or blinds;
 - 11.1.6 fixed light fittings, and appliances permanently attached to a gas, plumbing or electricity service;
 - 11.1.7 letter boxes, exterior blinds and awnings, fixed clotheslines and built in barbeques;
 - 11.1.8 septic tanks, oil heating tanks, service tanks and water tanks including their fixed pumps;
 - 11.1.9 permanent spa or inground swimming pools, including their fixtures, pipes and fixed pumps;
 - 11.1.10 walls, fences, gates;
 - 11.1.11 gas pipes, fresh-water pipes, electricity and telephone cables;
 - 11.1.12 any driveways, paths, footpaths and tennis courts;
 - 11.2 but does not include:
 - 11.2.1 retaining walls except for the cover provided under the Retaining Wall additional benefit;
 - 11.2.2 planted hedges, trees, growing crops, shrubs, lawns and plants;
 - 11.2.3 drainage systems, dams, reservoirs, canals, culverts, aqua ducts, tunnels, bridges or anything on them, docks, wharves, piers, jetties, slipways or the like, breakwaters or mining property located above or underground;
 - 11.2.4 adjacent property owners’ share in walls, fences, gates, retaining walls, pipes, cables or driveways where those things are jointly owned by You and other property owners;
 - 11.2.5 the land itself.
12. **Contents** shall mean anything normally in or around the home, belonging to or hired by You or in Your custody or control for which You are responsible, not being otherwise insured,
 - 12.1 but excluding:
 - 12.1.1 cash, negotiable checks, money orders, stamps, credit cards, invoices, other negotiable instruments
 - 12.1.2 mechanically propelled vehicles (except ride-on mowers and other domestic garden appliances, wheelchairs and mobility scooters, canoes, kayaks, surfboards, surf skis or windsurfers), trailers, caravans, watercraft, or aircraft including accessories and spare parts attached to any of them;
 - 12.1.3 livestock and pets;
 - 12.1.4 trees shrubs and plants;
 - 12.1.5 fixtures and fittings (and their accessories) permanently attached to the home;
 - 12.1.6 contents used in any way for professional, trade or business purposes.
13. **Situation** means the location of the property insured sated in the Schedule.
14. **Constructive Total Loss** means a situation where the cost of repairs exceeds the sum insured or market value less the estimated amount of any salvage.
15. **Average** means that if the sum insured is less than 90% of the actual value of the property insured any claim will be proportionately reduced.
16. **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.
17. **The Property Insured** means the property as described under either Home or Contents of the Schedule.

18. **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.
19. **Replacement value** means the cost incurred in rebuilding or repairing the damaged portion of the home using currently equivalent building materials and techniques to a standard or specification no more extensive, nor better than its condition when new.
20. **Sub Limit** means the maximum amount that can be claimed in respect to any loss to which the sub limit refers irrespective of the total sum insured.
21. **Cyclone** includes loss or damage resulting from Cyclone, Windstorm, Gale, Hurricane or Tropical cyclone.
22. **Flood** means loss or damage caused directly by water which, through flood, has risen or overflowed beyond the normal boundaries of any river, watercourse or body of water other than the sea.
23. **Burglary** means and is limited to theft accompanied by
 - 23.1 violence or threat of violence to persons, or
 - 23.2 violent and forcible entry to or exit from any enclosed building
24. **Riot** is an act of a group of at least 12 (twelve) persons, who in the execution of their common purpose cause public disturbance tumultuously with violence and damage to the property of others, not amounting to a Civil Commotion.
25. **Strikes** is a deliberate act of damage, by a group of workers of at least 12(twelve) persons or one half of the entire workforce (if the number of workers is less than 24 persons), refusing to work as usual in an attempt to force the employer to accept their demands or to protest against any terms of employment enforced by the employer.
26. **Locked-out Workers** is a deliberate act of damage, by a group of workers of at least 12 (twelve) persons or one-half of the entire workforce (if the total number of workforce is less than twenty-four persons), to protest against the termination or suspension of a fellow employee by the employer.
27. **Malicious Acts** is an act of any person (s) deliberately causing damage to the property of others driven by vengeance, hatred, anger or vandalistic intentions, except such acts done by the employee(s) of the Insured, or any person(s) on behalf of the Insured, or by person (s) entrusted by the Insured to maintain or keep such property, or by thieves or robbers.
28. **Civil Commotion** is an act of a large number of people acting together disrupting public peace and disturbance tumultuously with violence and a chain of destruction of a large number of properties, indicated by the cessation of more than one half of the normal activity of commercial/shopping or business areas or schools or public transportation in one city or town for at least 12 (twelve) hours consecutively commencing immediately before, during or after the event.
29. **Insurrection/Popular Rising** is an uprising of a majority of the people in the capital city of the country, or in three or more of the towns in the country within 12 (twelve) days, demanding a change in the government de jure or de facto, or open resistance against the government de jure or de facto, not amounting to a rebellion
30. **Usurped Power** is a situation where the established order has been overthrown and replaced by some illegal authority which is in a position to lay down rules of conduct and also ensure that the rules are obeyed.
31. **Revolution** is an uprising of the people with force to make a radical change to the current public administration system of the country or to overthrow the established government de jure or de facto, not amounting to a Rebellion.
32. **Rebellion** is a state of organised resistance against the established authority with the object of supplanting or overthrowing it with force using firearms which threatens the existence of such authority.
33. **Military Rising** is an act by a group of home or foreign armed forces personnel consisting of at least 30 (thirty) persons using force with the intention to overthrow the established authority or to cause public disorder and disturbance.
34. **Invasion** is an act by the military power of one country to penetrate or invade the territory of another with the object of permanently or temporarily occupying and taking control over such territory.
35. **Civil War** is an armed conflict between regions or political factions within the territorial limits of a country with the object of gaining legitimate power.
36. **War and Hostilities** is a widespread armed conflict (whether or not war has been declared) or a warlike situation between two or more countries, including military exercises of a country or joint-military exercises between countries.

37. **Subversive Acts** is an act by any person on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the government de jure or de facto, or to the influencing of it by terrorism or sabotage or violence.
38. **Terrorism** is an act by any person using force to create public fear in an attempt to achieve a goal that according to public opinion has a political background.
39. **Sabotage** is a destructive act against property or the obstruction of work process or causing the reduction in value of work, by any person in an attempt to achieve a goal that according to public opinion has a political background.
40. **Reserved.**

What You are insured for

We will insure You for accidental loss or damage to Your home and or contents at the situation shown on the schedule during the period of cover. Subject always to the terms and conditions of this policy.

What We will pay

We will pay In respect of Your Home as shown on the schedule:

- the Indemnity Value or
- the Replacement Value or should You not rebuild or repair within 6 months unless We agree to extend the time period, the Indemnity Value

Limits on what We will pay for in respect of Your Home and Contents:

1. the sum insured specified on the schedule is the maximum amount We will pay;
2. We will only replace damaged wallpaper or floor coverings in the room where the loss or damage occurred;
3. We will only pay indemnity value on swimming and spa pool liners;
4. We will only pay indemnity value on electric motors over 1 years of age.

In respect of Your contents - the Indemnity Value and subject to the sub limits – refer page 9.

We will also pay for:

1. Fees and Clearance Costs

1.1 We will pay:

- 1.1.1 costs of clearing the building site or demolition of the damaged portion of the home and the removal of debris of contents from the home and; in addition
 - 1.1.2 Architects, surveyors, consultants, legal and council fees to reinstate or repair the home, incurred with Our prior consent following any loss insured by this policy.
- 1.2 Any payment under this benefit will be within the Home sum insured shown on the schedule.

2. Gradual Damage to Your Home

- 2.1 We will pay for damage to Your home resulting from the action of microorganisms, mould, mildew, rot, fungi or gradual deterioration, caused by water leaking or overflowing from any internal water system, provided that the loss or damage first occurs during the time that You own the home. The limit includes costs for searching for the source of the problem if they are reasonably incurred and We have accepted a claim for the loss or damage. An internal water system is any water pipe, waste disposal pipe, water cylinder or water storage tank which is permanently connected and contained within the walls, floors or roof of the dwelling structure. Any payment will be limited to \$1,500 for any one event and must be applied towards repair of the damage.

3. Gradual Damage to Your Contents

- 3.1 We will pay for damage to Your contents resulting from the action of microorganisms, mould, mildew, rot, fungi or gradual deterioration caused by water leaking or overflowing from any internal water system, provided that the loss or damage first occurs during the time that You occupy the home. An internal water system is any water pipe, waste disposal pipe, water cylinder or water storage tank which is permanently connected and contained within the walls, floors or roof of the dwelling structure. Any payment will be limited to \$1,500 for any one event.

Retaining Walls

- 3.2 We will pay for loss or damage to retaining walls arising out of any one event. This includes the cost of gaining access to the wall, stabilising the soil, and providing footings and drainage materials. A retaining wall means a completed retaining wall, but only where the sole purpose of the wall is to retain land. However, retaining walls more than 1.5 metres in height above ground level are insured only if the appropriate local authority has issued any necessary permit, consent or certificate. Any payment will be limited to \$5,000 for any one event.

4. Home Office

- 4.1 The policy will extend to include any part of the home used as a home office. Home office means the part of the home that is:
- 4.1.1 exclusively used by You to conduct business of an administrative, clerical or professional nature;
 - 4.1.2 used by customers for access to that part of the home.

5. Home Office - contents

- 5.1 Where the combined value of home office equipment owned by You and located at home is less than \$5,000 in total, We will cover this equipment for up to \$2,500 for any one item. Any payment under this benefit will be within the contents sum insured shown on the schedule.
- 5.1.1 Home office equipment includes: office furniture, computer and peripheral equipment, facsimile machine, photocopier, and stationery;

6. Rebuilding Elsewhere

- 6.1 If We have agreed to pay a claim for loss or damage to Your home covered by this policy, and You want to rebuild elsewhere, then You can do so if You have Our agreement in writing, provided:
- 6.1.1 You will have to pay for any extra costs associated with rebuilding elsewhere; and
 - 6.1.2 rebuilding must be completed within 12 months of the date of the loss or damage, unless authorised by Us.

7. Statutory Requirements

- 7.1 If We pay to rebuild or repair Your home, We will pay the extra costs to rebuild or repair the damaged portion of the home needed solely to comply with any statute or local body regulation. Provided that:
- 7.1.1 notice of such had not been served on You before the damage occurred; or
 - 7.1.2 there is not an entry on Your Certificate of Title; unless We have agreed in writing to provide cover.

8. Authorities Damage

- 8.1 We will pay for damage to the home caused by government or local authorities in order to prevent loss or damage covered by this policy.

9. Loss of Rent

- 9.1 Loss of rent receivable for the period reasonably necessary for reinstatement following accidental loss or damage to Your home during which the insured premises are uninhabitable but limited to 5% of the sum insured under Home

10. Burglary

- 10.1 We will pay for damage to the home caused by loss or damage to the building arising out of or in the course of a burglary or attempt thereat.

11. Accommodation expenses when contents are insured

- 11.1 When You have Your contents insured under this policy We will pay reasonable additional accommodation expenses in the event that the house is damaged and made uninhabitable due to accidental loss or damage to Your home but limited to 5% of the sum insured.

12. Electric current burning out household electrical appliances

- 12.1 Loss or damage caused by electric current burning out household electrical appliances up to but limited to \$750 any one period of insurance but excluding radios, stereos, televisions, video recorders, computers and electronic equipment.

13. Spoilage of frozen foods

- 13.1 Spoilage of frozen foods caused by breakdown of electric motors but limited to \$500 any one period of insurance.

14. Temporarily removed

- 14.1 The Insured property is covered whilst temporarily removed to other premises anywhere in Tonga against accidental loss or damage to Your home or contents (subject always to excluded perils and events on pages 6 and 7 unless We agree in writing).

15. Demolition and Removal of contents

- 15.1 The cost of demolishing and removing the debris including contents for which a claim has been accepted is included within the sum insured.

Additional benefits

1. Inflation Protection

- 1.1 The sum insured may be increased at each renewal in accordance with the estimated increase in consumer costs. We may also alter the premium each year to allow for changes in building costs.

2. Automatic Reinstatement of Cover

- 2.1 We will not reduce cover by the amount of any claim provided You pay any additional premium that may be required.

3. Sale and Purchase

- 3.1 If You have contracted to sell Your interest in the home, We will continue to provide the purchaser with cover under this policy until the purchaser takes possession of the home, provided the purchaser is not otherwise insured. The terms, conditions and exclusions apply to You and the purchaser as if You are insured jointly.

4. Other Interests

- 4.1 Where You are under an obligation to insure the interest of any person or corporation having an insurable interest in any of the Insured Property, We will indemnify the Insured and that person or corporation as if a separate policy had been issued to each. Any cash claim settlement will be paid to the other interested party (ies) whose receipt thereof shall be a full and sufficient discharge to Us. However:
- 4.1.1 We will not be liable to indemnify any person or corporation whose interest has not been declared to Us by the time indemnity becomes payable; and
- 4.1.2 Our liability will not be increased beyond the amount that would be payable if this extension had not been incorporated in the policy.

5. Progress Claim Payments

- 5.1 In the event of loss or damage giving rise to a claim under this policy, We will make progress claim payments on production of acceptable evidence of an insured loss. Provided that, if the aggregate of progress payments exceeds the total amount of the adjusted loss, the Insured will immediately refund the difference between the amount of adjusted loss and the aggregate of payments actually made.

6. Property Owners' Liability

- 6.1 We will pay You up to a maximum of \$100,000 (plus legal costs and expenses incurred with Our consent), for Your legal liability for accidental damage to property caused by negligence and arising out of any one event occurring in Tonga. In order for this benefit to apply Your liability in negligence must arise out of Your ownership of the home or as occupier
- 6.2 But We will not pay for:
- 6.2.1 liability for damage to property belonging to You or under Your control; and
- 6.2.2 liability arising out of:
- 6.2.2.1.1 any business, profession or employment; or
- 6.2.2.1.2 the ownership, possession or use of any mechanically propelled vehicle, trailer, aircraft or watercraft; or
- 6.2.2.1.3 liability assumed by agreement (unless You would have been liable anyway), except liability normally agreed to by a Landlord under a tenancy or lease agreement. We will not cover You for any punitive or exemplary damages awarded against You. If You have home, contents, motor or boat insurance with Us, You can only claim this benefit under one policy.

7. Occupiers' and Personal Liabilities

- 7.1 We will pay You up to a maximum of \$100,000 (plus legal costs and expenses incurred with Our consent) for any one event occurring in Tonga, for Your legal liability for negligence resulting in accidental damage to:
- 7.1.1 property not belonging to You or in Your custody and control; or
- 7.1.2 the home when occupied by You as a tenant.
- 7.2 But We will not pay for:
- 7.2.1 liability arising from the ownership of the home, its land or any other buildings or land;
- 7.2.2 liability arising from the occupation of any premises other than the home;
- 7.2.3 liability arising from any business profession or employment other than part-time baby-sitting;
- 7.2.4 liability arising from the ownership possession or use of any mechanically propelled vehicles (except ride-on mowers and other domestic garden appliances, wheelchairs and mobility scooters), trailer, aircraft or watercraft (other than canoes, kayaks, surfboards, surf skis or windsurfers, or other unpowered watercraft valued at less than \$1,500);
- 7.2.5 exemplary or punitive damages.

Excluded perils and events

It shall be a condition precedent to Your right to indemnity under this policy that You prove to the Company's satisfaction that the loss, damage or liability claimed for did not arise directly or indirectly from, was not related in any way to, and was not contributed to in any way by:

1. Cyclone, Windstorm, Gale, Hurricane or Tropical cyclone;
2. Earthquake, volcanic eruption and/or subterranean fire, tidal wave or tsunami;
3. Flood;
4. Burglary or theft;
5. Riot, malicious acts, civil commotion, strikes or locked-out workers, persons taking part in labour disturbances or any activities in connection therewith;
6. Civil war, insurrection, popular rising, rebellion, revolution, terrorism, sabotage, subversive acts, any action of any political or vigilante group, military rising, military or usurped power, invasion, war and hostilities, any action of military, police, security, or other authorities or instrumentality whether governmental or not, including any loss damage or liability directly or indirectly resulting from any of the above;
7. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition by any lawfully constituted authority or body, or unlawful occupation by any person;
8. The actions of the police, any armed forces or any lawfully constituted body where such actions are in connection with 5, 6, or 7 above;
9. Any deliberate fire, whether to the insured property or not, and started by You;
10. Or caused to any property that at the time of such loss had been unoccupied or unattended for more than 7 consecutive days.
11. Wear, tear, depreciation, mildew, mould, rot, corrosion, rust, gradual depreciation, contamination, pollution, neglect of maintenance, defective workmanship material or defect in design or inherent fault, or structural alterations or repair, mechanical or electrical breakdown or failure unless actual burning out occurs but always excluding lighting or heating elements fuses or protective devices or electrical contacts where arcing occurs in ordinary working. Insects or vermin; any process of cleaning, renovation, repair or restoration but only in respect of the article or property that has undergone such process. However, this policy will cover any resulting loss or damage provided it is not also excluded.
12. Corrosion or rust; action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration (unless covered under the Gradual Damage additional benefit); any other gradually operating cause; lifting or moving the home; structural additions or structural alterations to the home or the removal of any external wall or roof cladding, unless We have been notified and have agreed in writing; vibration or removal of support;
13. The gaining of access to Your computer system via data communication media that terminate in Your computer system;
 - 13.1 data corruption, amendment of data or erasure of data by electronic or non-electronic means; or
 - 13.2 computer virus, being an executable programme or computer code segment that is self-replicating (or requires a host programme to replicate itself), requires a host programme or executable disc segment in which it can be contained, and which destroys or alters the host programme or other computer code or data, causing undesired programme or computer system operation.
14. Malicious or deliberate damage committed or caused by anybody renting, living or staying in Your home;
15. Any consequential loss of any kind;
16. 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, military rising, rebellion, revolution, insurrection, terrorism, military or usurped power.;
17. Nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, pollution or explosion.
18. Subsidence, landslip, erosion, settling, cracking, removal, or weakening of support.
19. Confiscation, nationalisation or requisition by order of the Government or Local Authority.
20. The failure of power or other utility service supplied to the insured property, however caused, if the failure occurs away from the insured property.

We will not pay for:

21. any deductible and or excess
 - 21.1 You must contribute the amount shown in this policy or on the schedule as the deductible and or excess for the first amount of any claim.
22. any loss of use or consequential loss;
23. any loss of electronic data;
24. damage to swimming and spa pools caused by hydrostatic pressure.
25. loss of or damage to contents:
 - 25.1 permanently removed from the home;
 - 25.2 removed to any place for sale, storage or exhibition;
 - 25.3 during the course of household removal including loading and unloading.

Extensions only apply if stated in the schedule and You have paid an additional premium

1. Cyclone

- 1.1 When this clause is noted on the schedule We have agreed to extend the policy to include loss or damage resulting from Windstorm, Gale, Hurricane or Tropical cyclone (referred to herein as cyclone) as shown on the policy schedule and an additional premium has been paid and is subject to the following conditions.
 - 1.1.1 Only buildings which are entirely enclosed with all outside doors, windows and roofs permanently in place and the contents of such buildings will be covered by this extension.
 - 1.1.2 We will not be liable for any loss or damage occurring before the expiration of 7 days after 4pm on the day of acceptance by Us of this cover.
- 1.2 This extension will not however include loss or damage:
 - 1.2.1 to the insured interest by water or rain unless such loss or damage is caused by water or rain entering the building through openings in the walls or roof(s) made by the cyclone.
 - 1.2.2 caused by sea, tidal wave, high-water, flood, erosion, subsidence or landslide.
 - 1.2.3 to solar heating equipment, water tanks, gates, fences, awnings, blinds, signs, power and/or telephone poles and appertances, aerials, masts, satellite dishes, decorative masi, thatching or any other outdoor fixtures or fittings of any description.
 - 1.2.4 to buildings or their contents in the course of construction, reconstruction or repair.
 - 1.2.5 by deterioration of frozen or freezer/cooler goods/stock resulting from electricity power failure.
- 1.3 It is a condition of this extension that;
 - 1.3.1 You shall use due diligence to minimise any loss or damage.
 - 1.3.2 We have approved the qualified structural engineer who provided You with the cyclone compliance certificate. Any such certificate must not be more than 7 years old as at the inception date of this policy or any subsequent renewal date.
 - 1.3.3 Should any damage to buildings or contents caused by a peril covered by this extension have occurred prior to the commencement of this insurance or during the term of this insurance such damage not having been made good, We shall not be liable for any subsequent damage.
 - 1.3.4 All fixed glass on the ground and first floor levels to be either cyclone rated or protected by cyclone shutters constructed and affixed in accordance with the recommendations of the qualified structural engineer We have approved. Such shutters to be in place immediately following an official cyclone warning and they are to remain in place during the time the official cyclone warning remains in force.
- 1.4 The applicable deductible as specified below or in the policy schedule will be deducted from any claim settled under this extension.
- 1.5 When the policy has been extended to include this peril Exclusion number 1 is deemed to be deleted.

2. Earthquake

- 2.1 When this clause is noted on the schedule, We have agreed to extend the policy to include loss or damage resulting from Earthquake, volcanic eruption and/or subterranean fire, tidal wave or tsunami.
- 2.2 When the policy has been extended to include this peril Exclusion number 2 is deemed to be deleted.

3. Flood

- 3.1 When this clause is noted on the schedule, We have agreed to extend the policy to include loss or damage caused by Flood. This extension will not however include loss or damage:
 - 3.1.1 to insured property that is less than 500 meters from a river, stream, watercourse or the sea and
 - 3.1.2 caused by flood directly or indirectly related to a cyclone.
- 3.2 When the policy has been extended to include this peril Exclusion number 3 is deemed to be deleted.

4. Burglary (applicable to Your Contents)

- 4.1 When this clause is noted on the schedule, We have agreed to extend the policy to include loss or damage caused by burglary. This extension will not however include loss or damage:
 - 4.1.1 By theft by occupants normally residing or who have previously resided in the residence.
 - 4.1.2 By theft from any residence which is let or sub-let.
- 4.2 When the policy has been extended to include this peril Exclusion number 4 is deemed to be deleted.

5. Riot, malicious acts, civil commotion, strikes or locked-out workers

- 5.1 When the policy has been extended to include these perils the words "Riot, malicious acts, civil commotion, strikes or locked-out workers, persons taking part in labour disturbances or any activities in connection therewith" contained in Exclusion number 5 is deemed to be deleted.

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.

1. If You own and occupy the Home and it is Your principal place of residence Your Excess is the first \$250 or the Excess as stated in the Schedule whichever is the greater for each claim.
2. If the Home is owned by You but not occupied by You because it is lent, let, leased, rented or tenanted, or it is a holiday home, Your Excess is additional \$250 or the Excess as stated in the Schedule whichever is the greater for each claim.
3. In respect to any claim for earthquake, volcanic eruption, tsunami or tidal wave the amount of the deductible shall be 5% of the sum insured or \$500 whichever is the greater during any one period of 72 consecutive hours in respect of each item/column.
4. In respect to any claim for cyclone and when the policy has been extended to include this peril the amount of deductible shall be 2% of the total policy sum insured or \$500 whichever is the greater during any one period of 72 consecutive hours in respect of each item.
5. In respect to any claim for flood the deductible shall be \$500.
6. In respect to any claim for burglary and when the policy has been extended to include this peril
 - 6.1 the deductible shall be \$250 and
 - 6.2 the sub limit 15% of the sum insured in respect to any one item.
7. 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% of the sum insured or \$500 whichever is the greater during any one period of 72 consecutive hours in respect of each item
8. In respect to any claim for loss or damage to carpets, floor coverings and window coverings the sub limit shall be 15% of the Section 2 sum insured.
9. In respect to any claim for loss or damage to any curiosity or work of art, mat, tapa, artefact and the like or stamp or coin collection the sub limit shall be \$500
10. In respect to any claim for loss or damage to items of jewellery or watches, the sub limit shall be the lesser of 10% of the sum insured for contents or \$750.

Conditions

1. Alteration

- 1.1 This policy shall be void and no benefits paid with respect to any item insured in regard to which there has been any alteration after the commencement of this insurance whereby;
 - 1.1.1 the trade, manufacture carried on or nature of the occupation or of other circumstances affecting the property insured is changed in such a way as to increase the risk of destruction or damage.
 - 1.1.2 the building insured or containing the insured property becomes unoccupied for more than 14 consecutive days.
 - 1.1.3 The Insured's interest ceases except by will or operation of the law.

2. Fraud

- 2.1 This policy is void in case of fraud by You at any time as it relates to this policy. It is also void if You or any other insured, at any time, intentionally conceal or misrepresent a material fact or circumstance concerning:
 - 2.1.1 This policy
 - 2.1.2 The Property Insured
 - 2.1.3 Your interest in the Property Insured; or
 - 2.1.4 A claim under this policy including the value of any property lost or damaged.

3. Claims

Upon becoming aware of any circumstance, occurrence giving rise to loss, damage or personal injury or likely to give rise, to a claim under this Policy:

- 3.1 You must:
 - 3.1.1 take prompt steps to minimise the claim;
 - 3.1.2 take all reasonable steps to prevent further loss, damage or personal injury;
 - 3.1.3 immediately notify Us;
 - 3.1.4 inform the police if any theft burglary, arson or malicious damage if any other criminal act has occurred or is suspected;
 - 3.1.5 immediately send to Us any legal process issued or commenced against You, and give all assistance to enable the claim to be settled or resisted.
 - 3.1.6 at Your expense, provide Us with any reasonably required proof and information in respect of the claim;
 - 3.1.7 allow Us 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;

3.1.8 allow Us to take proceedings in Your name to obtain relief from any third party and undertake the conduct, control or compromised of any such proceedings.

3.2 You must not:

3.2.1 prejudice Our ability to settle the claim;

3.2.2 act in any way to the detriment or prejudice Our interest;

3.2.3 dispose of or abandon any Property for which You intend to make a claim;

3.2.4 start any repairs without Our permission unless it is necessary to prevent further loss;

3.2.5 without Our the written consent;

a incur any expense of litigation.

b repudiate liability, negotiate or make any admission, offer, promise or payment.

3.3 You must then:

3.3.1 within 14 days submit in writing full particulars of the claim in such a form or manner as may be reasonably required by Us so that any claim is not prejudiced;

3.3.2 give Us free access to examine and assess any loss or damage;

3.3.3 provide any other information or assistance We reasonably request in relation to Your claim;

3.3.4 co-operate with the necessary investigations and provide all necessary information and submit all particulars in order to enable Us to expedite the claim;

3.3.5 forward any letters of demand or court documents to Us immediately;

3.3.6 if We request it, provide a statutory declaration to verify the Loss;

3.3.7 if We request it, attend interviews with any person We nominate;

3.3.8 be responsible for the payment of the Deductible to Us or to the repairer unless We are deducting it from any claim settlement to You.

If Your property is mortgaged or secured by any other financial agreement, We may make payment for any loss direct to the interested party. This will meet Our obligations under this policy.

Your compliance with the terms and conditions of this Policy, and the truth of any statements made to Us (whether made by You or not), are conditions precedent to any liability for Us to provide any indemnity under this Policy.

4. Other Insurance

4.1 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, We shall be liable only for the amount of loss not covered by such other insurance.

5. Cancellation and Variations

5.1 You may cancel this policy at any time in which case We will refund 75% of the unused basic and burglary premium. No refund will be given in respect of any cyclone premium.

5.2 We may cancel this policy or amend the terms, exclusions and limitations after 4.00pm on the 14th day following dispatch or written notice to Your last known address. You shall be entitled to a return of premium proportionate to the unexpired period of the cancelled policy.

6. Subject to Average

6.1 If at the time of any loss or damage insured by this policy the sum insured is less than 90% of the actual value then You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item/column of this policy shall be separately subject to this condition.

7. Jurisdiction

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

7.1.1 Any matter where an action for damages is brought in a court of law outside Tonga and not subject to Tongan law or where an action is brought in Tonga to enforce a foreign judgement whether by way of reciprocal agreement or otherwise.

7.1.2 Costs and expenses of litigation which are not incurred within Tonga.

8. Suit or Legal Action

8.1 No suit or legal action on this policy for the recovery of any claim shall be sustainable in any court of law unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months after the date of the loss.

9. Proposal

9.1 The truth of the statements and answers in the proposal form or any other written submission submitted by You or on Your behalf shall be a condition precedent to any liability of Us to make any payment under this Policy.

10. Policy Amendment

10.1 Any amendment to the terms and conditions of this policy must be evidenced by written confirmation signed by Us.

Debt Offset

10.2 Any claim payment payable under this policy may be used to settle any other premium or other debt owed to Us

11. Premium Payment

11.1 Unless We have agreed to accept payment of the premium by instalments Your policy will become null and void if the premium is not paid in full to Us before the original inception date or any subsequent renewal date

11.2 Where We have agreed to accept payment of the premium by instalments:

11.2.1 We reserve the right in the event of a claim being made to require immediate payment of the balance of any annual premium; and

11.2.2 all benefits under this policy will be forfeited if any instalment remains unpaid after the due date of the instalment.

12. Monitored burglar alarm

12.1 It is a condition of this insurance that where there is a monitored burglar alarm installed, it be operational when the premises are not occupied.