



# Money 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 35

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.
3. **Period of cover** means the "period" or "period of insurance" specified in the schedule.
4. **Schedule** is the latest current policy schedule, expiry notice or insurance renewal issued to You.
5. **Other specification** is the amended or additional terms and clauses agreed to by Us and confirmed in writing.
6. **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.
7. **Tongan Dollar** is the currency in which this policy is issued.
8. **Business Hours** means Your Office/Factory hours (including overtime) during which You, Your Principals or Employees entrusted with the Insured's Money are on the premises for the purpose of Your business.
10. **Money** means Current Coin Bank and Currency Notes, Cheques, Postal Notes, Money Orders, Travellers Cheques, Current Postage and Revenue Stamps all being Your own or held by You in Trust.

11. **Premises** means the building(s) or site(s) anywhere in Tonga which is/are either described in the Schedule or within the signed Proposal Form and which is/are located within Tonga.
12. **Safe** means a purpose made receptacle manufactured and or built specifically for the storage and protection of money against theft and recommended by the manufacturer as suitable for the amount of money stored and insured by this policy.
13. **Strong Room** means a room manufactured and/or built specifically for the storage and protection of money against theft and recommended by the manufacturer as suitable for the amount of money stored and insured by this policy.
14. **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.
15. **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.
16. **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.
17. **Cyclone** includes loss or damage resulting from Cyclone, Windstorm, Gale, Hurricane or Tropical cyclone.
18. **Flood** means loss or damage to the insured property directly caused 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.
19. **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.
20. **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.
21. **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.
22. **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 Yours, or any person(s) on behalf of You, or by person (s) entrusted by You to maintain or keep such property, or by thieves or robbers.
23. **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.
24. **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
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.

30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **Looting** is the appropriation of property belonging to another by any person (excluding those employed by or under Your control, with the intention of permanently depriving the other of it.

## What You are insured for

We will indemnify You in respect of

### 1. Item 1

- 1.1 Loss of Money subject to the limits of liability as set out in the Policy schedule whilst,
  - 1.1.1 In Transit
  - 1.1.2 At any of your premises during business hours
  - 1.1.3 In locked safe and/or Locked Strong Room as described in the proposal
  - 1.1.4 Contained in night safe at any Bank

### 2. Item 2

- 2.1 Loss of Money subject to the limits of liability as set out in the Policy schedule whilst,
  - 2.1.1 In the residence of the Insured or an employee of the Insured
  - 2.1.2 In your premises outside business hours and not in a locked safe or strong room

### 3. Item 3

- 3.1 Loss or damage to any safe or strong room or locked receptacle for which You are responsible as described in the policy schedule and subject to the limit of liability as shown in the policy schedule,

subject always to the Terms and Conditions of this Policy.

## Excluded perils and events

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 of money entrusted to any person other than the Insured his principals or employees or armoured vehicle transport.
4. Loss arising out of the payment of money for or in consideration of a cheque which is subsequently dishonoured.
5. Loss due to the fraud or dishonesty of any employee of Yours unless such loss is discovered within 72 hours (excluding Saturdays, Sundays, and Public Holidays) of its occurrence.
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 occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences:
  - 8.1 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;
  - 8.2 Nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel;
  - 8.3 Confiscation, nationalisation or requisition by order of the Government or Local Authority;

- 8.4 Riot, malicious acts, civil commotion, strikes or locked-out workers, persons taking part in labour disturbances or any activities in connection therewith;
- 8.5 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;
- 8.6 Looting, sacking and/or pillaging;
- 8.7 Permanent or temporary dispossession resulting from confiscation, commandeering, requisition by any lawfully constituted authority or body, or unlawful occupation by any person.
- 8.8 Earthquake.

## Deductibles and sub-limits

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

## Conditions

### 1. 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:

#### 1.1 You must:

- 1.1.1 take prompt steps to minimise the claim;
- 1.1.2 take all reasonable steps to prevent further loss, damage or personal injury;
- 1.1.3 immediately notify Us;
- 1.1.4 inform the police if any theft burglary, arson or malicious damage if any other criminal act has occurred or is suspected;
- 1.1.5 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.
- 1.1.6 at Your expense, provide Us with any reasonably required proof and information in respect of the claim;
- 1.1.7 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;
- 1.1.8 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.

#### 1.2 You must not:

- 1.2.1 prejudice Our ability to settle the claim;
- 1.2.2 act in any way to the detriment or prejudice Our interest;
- 1.2.3 dispose of or abandon any Property for which You intend to make a claim;
- 1.2.4 start any repairs without Our permission unless it is necessary to prevent further loss;
- 1.2.4 without Our the written consent;
  - a. incur any expense of litigation.
  - b. repudiate liability, negotiate or make any admission, offer, promise or payment.

#### 1.3 You must then:

- 1.3.1 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;
- 1.3.2 give Us free access to examine and assess any loss or damage;
- 1.3.3 provide any other information or assistance We reasonably request in relation to Your claim;
- 1.3.4 co-operate with the necessary investigations and provide all necessary information and submit all particulars in order to enable Us to expedite the claim;
- 1.3.5 forward any letters of demand or court documents to Us immediately;
- 1.3.6 if We request it, provide a statutory declaration to verify the Loss;
- 1.3.7 if We request it, attend interviews with any person We nominate;
- 1.3.8 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.

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.

## **2. Security Precautions**

2.1 All cover under this policy will be forfeited if

2.1.1 A copy of any combination lock or key or other means of access to any safe or strong room is left on the premises outside business hours.

2.1.2 Any electronic system or other security measured described in the proposal is not operational unless caused by circumstances beyond the control of You or Your employees.

## **3. Other Insurance:**

3.1 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.

## **4. Cancellation and Variations:**

4.1 You may cancel this policy at any time in which case We will refund 75% of the unused basic and burglary premium.

4.2 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.

## **5. Jurisdiction:**

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

5.2 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.

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

## **6. Suit or Legal Action**

6.1 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.

## **7. Proposal:**

7.1 The truth of the statements and answers in the proposal form or any other written submission provided by You or on Your behalf prior to the original inception date or each subsequent renewal date shall be a condition precedent to any liability of Us to make any payment under this Policy.

## **8. Policy Amendment:**

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

## **9. Debt offset:**

9.1 Any claim payment payable under this policy may be used to settle any other premium or other debt owed by You to Us.

## **10. Premium Payment**

10.1 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

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

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

10.2.2 all benefits under this policy will be forfeited if any instalments remains unpaid.