



Motor Vehicle Policy

(version 1.1 applicable to all new policies and renewals from 01.08.2007)

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We would like to make sure You are aware of all Your entitlements and responsibilities 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 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.
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 in 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** is the lesser amount of either
 - 9.1 the cost to replace Your vehicle with a vehicle of the same make, model, age and condition as Your vehicle immediately prior to the loss or damage or
 - 9.2 the estimated amount for which Your vehicle should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction, after proper marketing, wherein the parties had each acted knowingly, prudently and without compulsion.
10. **Event** means any one event or series of events arising out of one common cause or source in connection with Your vehicle.
11. **Your vehicle** means any vehicle described in the Schedule under the heading motor vehicle or item insured, including the manufacturers accessories and spare parts while thereon. Mobile telephones are not regarded as accessories. For the purposes of the general exceptions, Your vehicle also means any other motor vehicle covered by this policy.

Accessories means:

- fitted entertainment;
- child restraints/seats;
- tools and breakdown equipment permanently kept in Your vehicle, purchased by You to repair Your vehicle;
- car seat covers;
- other equipment (not otherwise defined) all permanently fitted to the vehicle.

12. **Reserved**

13. **Situation** means the location of the property insured stated 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. **Reserved**

16. **Deductible or Excess**

16.1 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. There are 5 categories of deductible that may apply to Your claim

16.1.1 **the basic deductible** is the first amount stated in the Schedule that You must pay on every claim other than a windscreen claim

16.1.2 **the age deductible** of \$750 if Your vehicle is being used or driven by anyone under 21 years old.

16.1.3 **the age deductible** of \$400 if Your vehicle is being used or driven by anyone over 21 years old but under 27 years old.

16.1.4 **the inexperienced driver** deductible of \$500 if Your vehicle is being used or driven by an inexperienced driver who is the holder of a provisional driving licence or has not held for a period of 3 years a driving licence other than a provisional driving licence for the class of vehicle insured.

16.1.5 **the windscreen deductible** of \$100.

16.2 Other than the windscreen deductible, all deductibles or excesses are cumulative which means You must pay the **age** deductibles and **inexperienced driver** deductible shown in the current Schedule in addition to the **basic** deductible.

16.3 The deductible(s) or excess(es) will be refunded to You if We are satisfied that:

16.3.1 the driver of Your vehicle was completely free of blame; and

16.3.2 the identity of the other party who caused the damage is established and the deductible is recovered either from the other party or their insurer.

17. **The Property Insured** means the property as described in 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. **Windscreen breakage** includes sun-roofs, windows, headlights and headlight protectors or tail lights sustained without other damage to your vehicle.
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. **Reserved**
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.**

Description of use

Cover only applies while Your vehicle is being used for certain purposes. You can either have cover for private, business or transport use, all of which are defined below. In addition, please refer to general exception 1 for details of other excluded uses.

1. Where the "description of use" on the Schedule is shown as **private**:
 - 1.1 Your vehicle is covered while it is being used:
 - 1.1.1 for other than **business** or **transport** use
 - 1.2 There is no cover if Your vehicle is being used:
 - 1.2.1 for the carriage of goods or samples in connection with any trade or business other than farming; or
 - 1.2.2 in connection with the motor trade or for business purposes by commission agents, sales or service persons, motor driving instructors or real estate agents.
2. Where the "description of use" on the Schedule is shown as **business**,
 - 2.1 Your vehicle is covered while it is being used:
 - 2.1.1 as a business vehicle; or
 - 2.1.2 for income earning purposes in accordance with Your registration.
 - 2.1.3 for **private** use
 - 2.2 There is no cover if Your vehicle is being used:
 - 2.2.1 for fare paying passengers
3. Where the "description of use" on the Schedule is shown as **transport**:
 - 3.1 Your vehicle is covered while it is being used:
 - 3.1.1 for fare paying passengers in accordance with Your registration.
 - 3.1.2 for **private** and **business** use.

Section 1 loss to Your vehicle - what You are insured for the cover

If Your vehicle suffers sudden accidental loss or damage and is not a total (or constructive total) loss We will at Our option

- 1 Repair the vehicle to a condition substantially the same as (but not better than) its condition immediately before the loss. In arriving at the repair cost spurious and pre owned parts may be used and mechanical parts and tyres where replaced with new items may be depreciated, or
- 2 Make a cash payment equal to the lowest cost of repairs as assessed above.

If Your vehicle suffers sudden accidental loss or damage and is a total (or constructive total) loss We will make a cash payment approximating the market value. The wreck of the vehicle will then become Our property.

We will also pay the reasonable costs of having Your vehicle removed to the nearest repairer or place of safety following an accident.

If the repair makes a major improvement to the pre-accident condition or value of Your vehicle then You may be required to make a contribution towards the cost of repairs.

limits

1. **Sum insured.** The maximum amount payable will be the lesser of market value or the sum insured shown on the Schedule. As the premium is partly based on the sum insured, You should make sure that it is a realistic estimate of the market value and takes account of depreciation.
2. **Parts.** The most We will pay for any part or accessory not available in Tonga is the lesser of:
 - 2.1 the manufacturer's last known list price in Tonga;
 - 2.2 the price of a spurious or pre owned part from an overseas supplier;
 - 2.3 the price of the part's closest Tongan equivalent; or
 - 2.4 the cost of having a new part made in Tonga.We will not pay for the cost of air freighting parts or accessories from overseas nor for the replacement of any part that has not been damaged.
3. **Accessories.** We will not pay more than \$750 for loss or damage to radio, audio or telephone equipment unless such equipment is the manufacturer's standard fitting for the vehicle model and provided that the vehicle is not more than 3 years old.
4. **Paint.** We will not pay for the inability of any repairer to match existing paint and We will only pay for the re-painting of those areas which have been damaged.
5. **Repairs.** If We elect to repair Your vehicle, You may use the repairer of Your choice. However We will not pay more than Our assessor's estimate of the cost of repairs.
6. **Windscreen breakage.** We will not pay more than 5% of the sum insured or \$1500 whichever is the
7. lesser to windscreens as defined.

exceptions

There is no cover for:

1. loss of use, depreciation, wear and tear, corrosion, existing defects or damage;
2. breakdown, failure or breakage of:
 - 2.1 any component or accessory; or
 - 2.2 the engine, transmission, mechanical, electrical or electronic systems; or any loss which their failure may cause to the rest of these systems;
3. damage to tyres by application of brakes or by punctures, cuts or bursts.

Section 2 legal liability - what You are insured for

the cover

We will insure You against legal liability for death of or bodily injury to passengers (who are not fare paying passengers) and or damage to property arising from accidents caused by Your vehicle. We will also pay legal costs approved by Us.

extensions

We will extend this section to provide the same cover:

1. to any person who is driving Your vehicle with Your consent and who is not otherwise excluded from the policy cover;
2. for accidents caused by any other private motor car being driven by You in person provided it does not belong to You and is not hired to You under a hire purchase or lease arrangement. No cover is provided for damage to the car being driven. This extension does not apply where Your vehicle is a motorcycle or trailer;
3. to Your employer whilst Your vehicle is being driven with Your permission on Your employer's business; and
4. for damage caused by any trailer whilst attached to Your vehicle.

limits

We will pay up to the limits below, including costs, in respect of any one accident or number of accidents arising out of one event.

1. Death of or bodily injury to any passengers in Your vehicle;
 - 1.1 limit \$100,000 per passenger
 2. Damage to property;
 - 2.1 \$100,000 any one accident and event.
- But limited to \$250,000 in the aggregate any one accident and event

exceptions

There is no cover:

1. for damage to property (including motor vehicles) in Your or the driver's custody or control.
2. if You or any person or organisation to whom this section applies is entitled to indemnity under any other policy or fails to comply with the terms and conditions of this policy.

Section 3 – extensions

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

3.1 Earthquake, volcanic eruption, tsunامي, tidal wave, cyclone and flood

When this clause is noted on the Schedule and an additional premium has been paid We have agreed to extend the policy to include loss or damage resulting from earthquake, volcanic eruption, tsunami, tidal wave, cyclone and flood subject to the following conditions.

3.1.1 Cyclone

- 3.1.1.1 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.
- 3.1.1.2 This extension will not however include loss or damage :
 - i to the insured interest by water or rain unless such loss or damage is caused by water or rain entering the vehicle through openings in vehicle made by the cyclone.
 - ii caused by sea, tidal wave, high-water, flood, erosion, subsidence or landslide.

3.1.2 Flood

- 3.1.2.1 We will only be liable for any loss or damage occurring to the Insured Property that is more than 500 meters from a river, stream, watercourse or the sea and that the flood is not directly or indirectly related to a cyclone.
- 3.1.2.2 It is a condition of this extension that You shall use due diligence to minimise any loss or damage.

3.2 Injury to driver or passengers extension

When this clause is noted on the Schedule against a particular motor vehicle, if the driver of the vehicle or the vehicle passengers suffer bodily injury by violent accidental external and visible means in direct connection with Your vehicle:

- 3.2.1 unless otherwise stated in the Schedule We will pay the following amounts to each insured person (up to a maximum of \$10,000 per person during any one period of cover) provided such injury is the sole cause of any of the following within three calendar months of injury:
 - 3.2.1.1 death \$10,000;
 - 3.2.1.2 total and irrecoverable loss of the sight of an eye \$2,500;
 - 3.2.1.3 total and irrecoverable loss of the sight of both eyes \$10,000;
 - 3.2.1.4 total and permanent loss of the use of one hand or one foot \$10,000; and
 - 3.2.1.5 total and permanent loss of the use of both hands or both feet or of one hand together with one foot \$10,000; and
 - 3.2.1.6 We will pay medical expenses incurred in connection with such injury up to the sum of \$500 per person during any one period of cover.

Exceptions to 3.2.-There is no cover:

 - i where death or bodily injury was caused by suicide or attempted suicide;
 - ii if the insured named in the Schedule is not an individual;
 - iii under more than one motor vehicle insurance policy held with Us; or
 - iv where Your vehicle is a motorcycle, caravan or trailer.

3.3 Marine transit extension

When this clause is noted on the Schedule against a particular motor vehicle, Your vehicle is insured while being transported by sea including incidental loading or unloading and We will pay Your contribution for any general average and salvage charges if such maritime conditions apply.

3.4. Goods in transit extension

When this clause is noted on the Schedule against a particular motor vehicle, commercial goods, that You own are insured for physical damage or destruction while being conveyed in or on the vehicle as a direct result of fire, and/or accident to, or overturning of the conveying vehicle. We will pay up to the sum insured less the excess shown on the Schedule.

3.5 Windscreen extension

When this clause is noted on the schedule against a particular motor vehicle, claims for breakage of windscreen, sunroof, window, headlight or tail light glass sustained without other damage to your vehicle will be free of excess and will not affect your no claim bonus.

3.6 Rental vehicle extension

When this clause is noted on the Schedule against a particular motor vehicle, We will pay the incurred cost of hiring a replacement car for up to a maximum of 14 days if the vehicle is involved in an accident which results in a valid claim under this policy. The payment will commence when a fully completed claim form is delivered to Us and the vehicle is made available for repair. Payment will cease when repairs have been completed or, if the vehicle is beyond economical repair, on the day after settlement of the claim is agreed. The maximum amount We will pay per day is \$50.

Additional benefits

Change of Your vehicle

We will provide temporary cover on any similar vehicle You purchase to replace Your vehicle provided You tell Us within 3 days of the vehicle's purchase and pay any extra premium which We may require. If the new vehicle's purchase price is greater than \$50,000, You must tell Us immediately.

New vehicle option

If the cost of repairing Your vehicle is greater than 75% of its market value and it is less than 6 months old and it has travelled less than 7,500 kilometres, We will pay an amount equal to the cost of a new car of the same make, model and specification if it is available in Tonga or the original purchase price or the sum insured whichever is the lesser.

Keys and locks

Where any key giving access to Your vehicle is stolen or believed on reasonable grounds to have been duplicated without proper authority, this insurance extends to include the costs reasonably incurred in altering or replacing locks or replacing their keys. Any payment will be limited to \$200 in any period of cover. All other policy terms conditions and exceptions shall apply.

Variations to the cover

This policy sets out the standard cover for Your Vehicle. The cover may be varied by one or more of the following clauses being applied. The Schedule will indicate which clauses if any apply and will note any other variations to the cover.

Compulsory named driver warranty

When this clause is noted on the Schedule against a particular motor vehicle, no cover will apply whilst the motor vehicle is being driven by any person other than those listed on the proposal.

Excluding under 25 year old drivers

When this clause is noted on the Schedule against a particular motor vehicle, no cover will apply whilst Your vehicle is being used or driven by any person under 25.

General exceptions

The following exceptions apply to all sections of the policy (in addition to the specific exceptions noted in each section).

It shall be a condition precedent to Your right to indemnity under this policy that You prove to Our 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

1. if Your vehicle is:
 - 1.1 being used other than in accordance with the description of use;
 - 1.2 being used for a purpose for which it was not designed;
 - 1.3 being used to carry a load or a number of passengers which exceeds the manufacturers recommended maximum or the maximum allowed under the laws of Tonga;
 - 1.4 Being driven without a current certificate of fitness (where required by law);
 - 1.5 being used or being tested in preparation for racing, pace-making, trials, tests or demonstrations; or
 - 1.6 being used outside of Tonga;
2. if Your vehicle is being used or driven by any person who:
 - 2.1 does not have a licence which is in full force and effect to drive the vehicle at the time and place of the accident unless the person has held but not renewed a license and is not disqualified from holding or obtaining a license without a further driving or written test providing such license previously held has not expired more than 30 days before the date of the accident; or
 - 2.2 is not complying with the conditions of his/her licence; or
 - 2.3 is excluded from the policy cover;
3. if Your vehicle is being used or driven by any person who at the time of the accident giving rise to a claim under this policy is under the influence of intoxicating liquor or a drug or who has a proportion of alcohol in their blood or breath higher than that allowed by any law. Where We have reason to believe that Your vehicle was being used or driven by any person who at the time of the accident giving rise to a claim under this policy is under the influence of intoxicating liquor or a drug the onus is on You to prove and establish that the proportion of alcohol in the breath of the person is lower than that allowed under any law. It will be assumed that the proportion of alcohol in the blood or breath at the time of the accident was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out following the accident;
4. if Your vehicle is being used or driven by any person who following an accident giving rise to a claim under this policy, refuses to undergo a breath test or provide a blood sample having been lawfully requested to do so or fails to stop or leaves the scene of the accident when it is an offence to do so;
5. If Your vehicle is let out on hire or is used for the business of carrying passengers unless such use has been declared in the proposal form and is noted on the policy Schedule as being permitted.
6. which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
7. if Your vehicle is in an unsafe or damaged condition unless You can prove that such condition did not cause or contribute to the loss or damage.
8. for any consequence of:
 - 8.1 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;
 - 8.2 Permanent or temporary dispossession resulting from confiscation, commandeering, requisition by any lawfully constituted authority or body, or unlawful occupation by any person;
 - 8.3 The actions of the police, any armed forces or any lawfully constituted body where such actions are in connection with 8.1 or 8.2 above;
 - 8.4 Any deliberate fire, whether to the insured property or not, and started by You;
 - 8.5 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.;
 - 8.6 Nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, pollution or explosion.
 - 8.7 Confiscation, nationalisation or requisition by order of the Government or Local Authority.
9. when they are for any costs which can be recovered under the provisions of any Statute.
10. to passengers in or on Your vehicle if Your vehicle has a deck and or tray and it is not fitted with approved passenger seats.
11. resulting directly or indirectly from earthquake, volcanic eruption, tsunami, tidal wave, cyclone or flood unless the policy has been extended to cover these perils and an additional premium has been paid.
12. when the ownership, operation, maintenance or use of Your vehicle the principal use of which is:
 - 12.1 the transportation of high explosives, such as nitro glycerine, dynamite or any other similar explosive.
 - 12.2 the bulk transportation of liquefied petroleum or gasoline (use of a tank truck for the transportation of fuel oil is not excluded).
 - 12.3 the transportation of chemicals or gases in liquid, compressed or gaseous form.
 - 12.4 to Your knowledge, used on airport premises.

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 immediately notify the Police unless the event is a broken windscreen or where the claim does not exceed \$2000;
- 1.1.2 take prompt steps to minimise the claim;
- 1.1.3 take all reasonable steps to prevent further loss, damage or personal injury;
- 1.1.4 immediately notify Us;
- 1.1.5 inform the police if any theft burglary, arson or malicious damage if any other criminal act has occurred or is suspected;
- 1.1.6 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.
- 1.1.7 at Your expense, provide Us with any reasonably required proof and information in respect of the claim;
- 1.1.8 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;
- 1.1.9 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;
- 1.2.5 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.

If Your vehicle 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.

2. Other insurance

This policy does not cover loss or liability where cover is already provided by other insurance. We will not contribute towards any claim under any other policy.

3. Cancellation

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

We may cancel this policy or amend the terms, exclusions or 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.

No refund will be given for the policy cancellation if We have paid a claim during the current period of insurance.

4. Truth of statements & fraud

The proposal or application form is the basis of this contract. All statements made by You or on Your behalf either on the proposal form or otherwise in support of this policy or any claim must be correct in all respects. If any claim under this policy is in any respect false or fraudulent all benefits will be forfeited.

5. Breach of policy terms and conditions

No claim shall be payable where any person entitled to indemnity under this policy breaches the policy terms and conditions.

6. Duty of disclosure

You must tell Us everything that may be relevant to Our decision to issue, renew or alter this policy.

7. Change in circumstances

You must tell Us of any changes to any circumstances relevant to this policy as soon as You know about them.

8. Care of motor vehicle

You must take all reasonable steps to prevent loss or damage and maintain Your vehicle in good repair. We shall always have the right to examine Your vehicle.

9. Modifications

You must tell Us of any modifications which have been made to the manufacturer's standard specifications for Your vehicle.

10. Premium Payment

10.1 Unless We have agreed to accept payment of the premium by installments 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 installments:

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;

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

11. Joint insureds

Where this policy is issued in joint names, then this policy is a joint policy.

12. Jurisdiction

Cover under this policy applies in Tonga only. We will not cover You for the cost of defending any legal proceedings brought under the jurisdiction of any court outside Tonga, or for any other associated costs or damages. We will also not cover You where an action is brought in Tonga to enforce a foreign judgment whether by way of reciprocal agreement or otherwise.

This policy is issued in accordance with the laws of Tonga at the time of issue.

13. Policy Amendment

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

14. Suit or Legal Action

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

15. Debt Offset

Any claim payment payable under this policy may be used to settle any other premium or other debt owed by You to Us or any company in which We have a shareholding in excess of 20%.

What to do in the event of a motor vehicle accident

1. Keep calm.

2. Stop immediately and give assistance if needed. This includes calling the Police and/or ambulance if necessary. Notify the Police as soon as possible but this must be done within 4 hours unless the damage is a broken windscreen.

3. Do not admit liability. Your insurance policy obliges You to rely on Your insurer to determine liability once all relevant information is known etc. This does not mean You can't be sympathetic. Helpful and calm behaviour at the scene of the accident is advised.

4. Write down

- time, date and place of accident
- details of any other vehicles involved
 - name and address of owner and driver
 - make and registered number
 - name of insurer or insurance agent
 - name of insurance broker
- witnesses - name and address and (statement if possible).

5. Note the conditions of road, weather, light at the time of the accident.

6. Draw a sketch plan of the accident. Remember while Your memory is fresh write down any other details not mentioned above.

7. Take steps to protect the vehicle and remove personal effects before the vehicle is taken away.

8. Report all details to Us as soon as possible completing Our CLAIM FORM. Please also refer to Condition 1. Claims

9. Do not commence repairs to Your vehicle without Our authority.

Claim form checklist

To enable Us to process Your claim promptly please make sure of the following

- ✓ Driver to sign claim form and provide a copy of the licence
- ✓ You the Insured to sign the claim form
- ✓ Copy of 2x repair quotations from repairers approved by Dominion
- ✓ Copy of any demand(s) made by other parties for their vehicle and/or property
- ✓ Full details of any persons (names, addresses) suffering personal injury or injury
- ✓ Copy of witness statements
- ✓ Provide copy of detailed Police Report
- ✓ Copy of temporary repairs/towing invoices