



General Liability Proposal

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Some important explanations or definitions applicable to the policy

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

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**, including
 - 2.1 all subsidiary companies of the Insured domiciled in Tonga; and
 - 2.2 any director, executive officer, employee, or partner of the named Insured, or of a company designated in 2.1 above, but only while acting within the scope of their duties in such capacity; and
 - 2.3 any office bearer or member of social clubs or sporting clubs or pension funds formed in relation to the Insured, but only while acting within the scope of their duties in such capacity, or in connection with activities of any such club or fund.
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. **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 or occurrence. All occurrences of a series consequent on, or attributed to, one source or original cause, will be deemed to be a single occurrence and to constitute one claim for the purposes of this clause.
9. **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.
10. **The business** means the Business specified in the Schedule above and any social or sporting clubs formed in relation to the Insured.
11. **Occurrence** means an event, including a continuous or repeated exposure to conditions, which results in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Insured.
12. **Property damage** means accidental physical loss of, or damage to, any property.
13. **Personal injury** means accidental physical injury or death to any person.
11. **Products** means any property, goods, food, drink, or their containers which are sold, supplied, distributed, manufactured, repaired, altered, renovated, serviced, treated, constructed, erected or installed, by the Insured.

The Indemnity

1. We will indemnify You for all amounts which You shall become legally liable to pay as compensation in respect of

- 1.1 Personal Injury or
- 1.2 Property Damage

caused by an Occurrence happening within Tonga during the Period of Insurance and arising from the Business of the Insured and subject to all Terms and Conditions of this Policy.

2. In respect of any valid claim under this policy, we will:

- 2.1 defend You against any suit for damages, including meeting the costs of any investigations or negotiations as We deems necessary, provided that the Limit of Indemnity under the policy has not previously been exhausted;
- 2.2 pay all defence costs incurred by Us, or by You with Our prior written consent, including costs, taxes and judgment interest incurred in any suit until We have paid the amount of any judgment not exceeding the Limit of Indemnity of the policy;
- 2.3 pay the Insured's expenses for first aid to others.

Our Liability shall not exceed the sum insured in respect of the any one claim or the aggregate of all claims during any one period of Insurance.

Subject always to the terms and conditions of this policy.

What we will pay for

1. Item 1 General Liability

- 1.1 We will indemnify You in respect of all sums which You shall become legally liable to pay consequent upon Property Damage or Personal Injury occurring in Tonga during the period of Insurance and in connection with the business.

2. Item 2 Tenant's Liability

- 2.1 We will indemnify You in respect of all sums which You shall become legally liable to pay consequent upon Property Damage or Personal Injury occurring in Tonga during the Period of Insurance to any premises occupied by, in the charge or under the control of, but not owned by, You. Exclusion 3.1 does not apply to this item.

3. Item 3 Landlord's Liability

- 3.1 We will Indemnify You in respect of all sums which You shall become legally liable to pay consequent upon Property damage or Personal Injury occurring in Tonga during the Period of Insurance and arising from the legal ownership or occupation, but not physical occupation, of any premises.

4. Item 4 Products Liability

- 4.1 We will indemnify You in respect of all sums which You shall become legally liable to pay consequent upon Property Damage or Personal Injury occurring anywhere in the World during the Period of Insurance and caused by, or in connection with, or arising from the Products. (please refer to the policy for the full wording)

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 as specified in the policy schedule.

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

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

1. YOUR DETAILS

1.1 Full Name of Insured: _____ _____				
Postal Address: _____				
Bus Tel	Mob	Priv	Fax	E-mail
Interested Parties: _____ _____				
Postal Address _____				
Bus Tel	Mob	Priv	Fax	E-mail
1.2 When do You need cover? From start date _____ to _____ at 4pm and renewable annually				
1.3 Trade and/or Occupancy: Please describe your Business and Operations for which this insurance is required: _____ _____				
1.4 How long have you been established in the business or trade to which this Proposal applies _____				
1.1 Limit of indemnity required (the limit chosen will apply to General Liability, Tenant's Liability, Landlord's Liability and Products' Liability all of which are indemnified by the policy.) \$ _____				
1.5 Please Specify	Turnover	Rentals	Payroll	Number of employees
Past 12 months	\$ _____	\$ _____	\$ _____	_____
Next 12 months	\$ _____	\$ _____	\$ _____	_____

2. IMPORTANT QUESTIONS

2. Have You or Your family members, de facto partner, business partners, directors, trustees and/or beneficial owners, managers or any other person or entity to be covered by the insurance:

2.2 In the last 10 years:

2.2.1 Been subject to lawsuit or a legal liability claim whether insured or not)? Yes No

2.2.2 Suffered loss or damage exceeding \$1,000 to any property (whether insured or not)? Yes No

2.2.3 Made an insurance claim? Yes No

2.2.4 Been bankrupt? Yes No

2.3 Ever:

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

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

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

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

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

3. DUTY OF DISCLOSURE

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

4. PLEASE READ CAREFULLY BEFORE SIGNING

I/We hereby declare and warrant

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

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

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

I/We agree to Dominion Insurance Limited releasing to other parties personal information relating to this insurance

I/We understand that:

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

Signed by the proposer 1. _____ Date _____

Print your full name _____

Signed by the proposer 2. _____ Date _____

Print your full name _____

5. PLEASE be as specific as possible concerning the different types of occupation or work engaged in by the Business.

Occupation Type	Number*	Total annual wages/earnings	Total sales/turnover	Rate	Premium

Number of Employees *	TOTAL PREMIUM	
	INSURERS ADMINISTRATION FEE	
	VAT	
	TOTAL	

BRANCH	INTERMEDIARY
CLIENT REFERENCE	
REPLACING POLICY NUMBER	POLICY NUMBER