

Tonga



NATIONAL
PACIFIC
INSURANCE

SmartPac Insurance



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Welcome to National Pacific Insurance.

Thanks for putting your trust in us to help look after your business.

This is your SmartPac policy wording. It tells you everything you need to know about your insurance for your business, including what you are and aren't covered for. This policy is underwritten by National Pacific Insurance.

We want to make insurance simple and easy.

That's why we've removed all the confusing language and made it easier to see what is and isn't covered under each section. It's just one thing we do to give you a little more confidence in your insurance cover.

What your cover includes

This policy consists of the proposal form, this policy wording and the certificate of insurance.

This policy is in eight sections explaining the following types of insurance cover that are available:

- Business property
- Business income
- Money
- Burglary
- Business liability
- Employee fraud
- Business property breakdown
- Business motor vehicle

We provide cover for the sections you have selected. Your certificate of insurance shows your selections.

Make sure you read your policy wording and the certificate of insurance so you understand the cover we're providing and what your obligations are.

We agree to cover you according to the terms outlined in these documents, as long as you have paid the premium due.

There are limits and exclusions to your cover which are detailed throughout this policy wording and your certificate of insurance.

Please check we've got things correct. If there is an error of any sort, if your needs are not met or if you are in doubt then please contact us.

Words with special meaning

In this policy some words have a special meaning. You can find out what these words mean in the section - *Glossary on page 38*.

You may cancel during a free look period

If you are not completely happy with your policy, you can cancel it within 30 days of the start date so long as you have not made any claims.

We will refund any premiums you paid and we will both regard this policy as never having started.



What your responsibilities are

Here is what you and any person in charge of your business with your permission must do:

1. Be honest and fair with us
All your statements made about this policy and any claim must be honest, correct and complete. If they are not, we have no liability under this policy or for any claim.
2. Provide us with all relevant information
This means you must tell us everything you know, or could reasonably be expected to know, that may influence our decision to insure you or the terms on which we insure you. This applies each time you renew, vary and/or reinstate your policy.
3. Tell us about any changes
You must tell us immediately if any circumstances change or may change while we are insuring your business. This applies when the policy starts, while it is in force and when it renews.

Examples of a change in circumstances or any other information may include:

- a. if the type of work undertaken by your business changes
- b. if the use or occupation of your building or land at the situation changes
- c. if any structural alteration or additions are made to your business assets
- d. if you or any person having an interest in your business is:
 - i. charged with
 - ii. convicted of
 - iii. commitsany criminal offence.

These examples are a guide only. If you are in any doubt, tell us the details, even if we have not asked questions that relate to it.

We may change the terms on which we insure you, or the premium charged, to reflect the change in circumstances that you have told us about.

We may cancel your policy by giving you at least 14 days' notice if what you tell us is, in our opinion, a material change in risk.

4. You and any person in charge of your business with your permission must at all times:
 - a. take reasonable care to protect and maintain your business property
 - b. avoid or minimise loss or damage
 - c. not cause or make possible any loss or damage to your business property
 - d. not incur liability by any reckless act or omission
 - e. maintain and keep operational all fire, security, protective and warning equipment
 - f. maintain all premises, fittings, appliances, plant and electronic equipment in safe and sound condition
 - g. comply with all statutory, regulatory or local authority requirements applying to the ownership, occupation and use of the property
 - h. make sure your buildings are securely locked when unattended
 - i. make sure you have valid and current Business licences to operate your business.

If you don't comply with your obligations

If you do not comply with your obligations under sections *What your responsibilities are on page 4 and What your responsibilities are at claim time on page 34*:

1. we can decline any claim and recover any claim payments already made
2. we can also cancel or avoid this policy.

If we cancel your policy we will give you seven days' notice emailed or posted to your last known address on our records. If we do this, we will refund your unused premium.

If we avoid your policy we will email or post notice of this decision to your last known address on our records. We will refund your entire premium paid less any claims already paid.

You must tell us if your business premises are left unoccupied

There is no cover for your business premises if they are unoccupied for more than 30 consecutive days unless:

1. you have informed us, and
2. we have agreed in writing.

How much you are insured for

The maximum amount your business is insured for under each section of this policy is shown in the certificate of insurance. This is called the sum insured. You may also have special and optional special benefits. Unless stated otherwise, these benefits do not increase the amount your business is insured for.

Reinstatement of the sum insured

Your policy sums insured are reduced by the amount of any claim made against them. When sums insured are not automatically reinstated to their original amount after a claim:

1. we may agree to reinstate the sum insured once repairs or replacement has been completed
2. an additional premium may be payable.

There is no reinstatement of the sum insured in the case of a total loss.

Paying your premiums

You must pay all premiums in full by the due date. If any premium remains unpaid 28 days following the due date, we may cancel this policy effective from the first day of the period to which the unpaid premium relates.

Period of insurance

This is the period of time that we provide your cover. This is shown on your certificate of insurance.



Section 1 - Business property



What your business property is insured for

If this section is recorded as having been selected in the certificate of insurance, we cover your business property for loss.

Your automatic benefits

The business property section also covers you for the benefits listed below.

The most we pay is the maximum amount detailed in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the business property sum insured and is not additional to it.

These benefits are subject to the terms of this policy except to the extent where they are varied in the benefit.

Capital additions and improvements

We cover you for additions and improvements to your building or plant during the period of insurance.

Limits of cover

The most we will pay under this benefit during any period of insurance is \$75,000.

This benefit is additional to the sum insured.

Demolition and other associated costs

If your business property suffers loss covered by this policy we will pay for the reasonable costs incurred for any of the following:

1. cost of demolition, dismantling, shoring up or propping up of your business property
2. removal and disposal of debris from the situation including the area immediately next to the situation
3. clearing, cleaning and repairing of gutters and drains
4. temporary repairs and other measures necessary to secure business property or to make it safe or suitable for continued use.

Limits of cover

The most we will pay under this benefit during any event is \$15,000.

This benefit does not cover your legal liability for damage to other property by the release of pollutants.

Employees' property

We will cover loss or damage to personal effects owned by your employees and your executives, provided the personal effects were:

1. at the situation for their employment with you, or
2. being worn, kept, carried or used elsewhere by the employee or executive during the course of their duties to you.

Limits of cover

The most we will pay under this benefit per employee or executive is \$500.

The most we will pay under this benefit during any one period of insurance is \$2,500.

We will not pay for personal effects that are insured elsewhere.

This benefit is additional to the sum insured.

Fire extinguisher refill costs

We cover you for the reasonable costs to refill your fire extinguishers used to prevent or minimise loss to your business property.

Limit of cover

The most we will pay under this benefit is \$7,500 per event.

This benefit is additional to the sum insured.

Electric current damage

We cover you for loss caused by electric current burning out electric motors not exceeding 4 hp, switchboards and permanent wiring.

Limits of cover

The most we will pay under this benefit is \$5,000 per event.

The most we will pay under this benefit during any one period of insurance is \$5,000.

This benefit does not insure you for loss caused by fluctuations in power supply.

Locks and keys

We will pay to change your existing locks and keys if the keys have been stolen or unlawfully duplicated during the period of insurance.

We will also pay for:

1. the cost to alter or replace locks and their keys or combinations
2. the cost to open any safe following theft of its key or combination.

All costs must be necessary and reasonable.

Limits of cover

The most we will pay under this benefit per event is \$2,500.

The most we will pay under this benefit during any one period of insurance is \$5,000.

If you have this cover with us under any other policy the maximum we will pay for any one event is \$2,500.

Prevention of damage

We will pay for costs incurred by you to remove or protect business property at the situation when it is threatened by loss.

The sole purpose of the removal must be to prevent loss to that business property.

All costs must be necessary and reasonable.

Limits of cover

The most we will pay under this benefit per event is \$5,000.

The most we will pay under this benefit during any one period of insurance is \$10,000.

This benefit is additional to the sum insured.

Professionals' fees

If your business property insures buildings which suffer loss covered by this policy, we will pay necessary and reasonable costs for preparing to reinstate the loss. This means we will pay for estimates, plans, specifications, quantities, tenders and supervision from:

1. architects
2. clerk of works
3. engineers
4. quantity surveyors.

Limit of cover

The most we will pay under this benefit is \$20,000 per event.

Temporary removal

We cover you for loss to business property other than stock, while temporarily removed from the situation to any place in Tonga. This includes while in transit to or from that place.

Limits of cover

The most we will pay under this benefit during any one period of insurance is the lesser of:

1. \$5,000, or
2. the amount we would have been liable to pay if the property had been at its usual situation.

+ Your optional special benefits

The cover provided by the following optional special benefits apply only if you have selected them. Those you have selected are shown in your certificate of insurance.

These benefits are subject to the terms of this policy except to the extent where they are varied in the benefit.

Earthquake, tsunami, volcanic eruption

If you have selected this optional special benefit, we will pay for loss to your business property caused by:

1. earthquake
2. volcanic eruption
3. geothermal or hydrothermal activity
4. tsunami
5. tidal wave
6. fire resulting from any of the perils listed above.

The excess for this optional special benefit is 2% of the total sum insured of all your business property at the situation with a minimum of \$1,000.

Limit of cover

The most we will pay for this optional special benefit is the amount stated in your certificate of insurance.

Flood

If you have selected this optional special benefit, we will pay for loss caused by flood.

The excess for this optional special benefit is 10% of the final adjusted loss with a minimum of \$1,000.

Limits of cover

We do not pay for:

1. business products, stock, or plant unless it is in fully enclosed buildings and at least 60cm above the floor
2. gates, fences, awnings.

The most we will pay for this optional special benefit is the amount stated in your certificate of insurance.

Gale, windstorm, hurricane, cyclone

If you have selected this optional special benefit we will pay for loss to your business property caused by:

1. gale
2. windstorm
3. hurricane
4. cyclone.

The excess for this optional special benefit is 2% of the sum insured of all your business property at the situation with a minimum of \$1,000.

Limits of cover

The most we will pay for this optional special benefit is the amount stated in your certificate of insurance.

Loss within 7 days

You are not covered for any loss occurring within seven days of taking out this optional special benefit.

Loss caused by certain events

The Gales, windstorm, hurricane, cyclone optional special benefit does not cover you for loss caused by:

1. water or rain, unless it has entered your building through openings in the walls or roof (the openings must have resulted from physical damage caused by gale, windstorm, hurricane, cyclone)
2. sea surge, unless we have agreed to insure you for sea surge and this is shown on your certificate of insurance
3. high water, erosion, subsidence, landslip
4. frozen, refrigerated or freezer/cooler goods that deteriorated because electricity failed or public electricity supply was interrupted
5. flood.

Loss caused to certain property

The Gales, windstorm, hurricane, cyclone optional special benefit does not cover you for loss caused to:

1. the following items:
 - a. solar heating equipment
 - b. water tanks
 - c. gates, fences and walls
 - d. underground services, power or telephone poles and equipment
 - e. awnings, blinds and decorative thatching
 - f. signs
 - g. aerials, masts or satellite receiving dishes
 - h. arches
 - i. any other outdoor fixtures or fittings of any description
 - j. improvements at the situation (including but not limited to landscaping, gardens, ornamental trees and shrubs, roads, paths and yards)

In some circumstances we may agree to cover some of these items. If we do, they will be specifically noted on the certificate of insurance as being insured.

2. roofing shingles, wharves or pontoons
3. property left out in the open
4. a building that is not fully enclosed with all of its outside walls, doors, windows and roofs permanently in place
5. exterior metallic fittings or claddings when the loss results directly or indirectly from rusting, oxidation, gradual deterioration, including:
 - a. roofing iron
 - b. guttering
 - c. joinery
 - d. water tanks.

Loss under certain circumstances

The Gales, windstorm, hurricane, cyclone optional special benefit does not cover you for loss:

1. during construction, reconstruction or repair of your building, unless it is entirely enclosed with all outside doors, windows and roofs permanently in place.
2. unless all ground and first floor level external windows, fixed glass panels, skylights and glass doors are protected by one or more of the following:
 - a. cyclone shutters constructed and installed to meet minimum standards set by us or an approved certifying engineer. The shutters must be put in place immediately following an official cyclone warning and remain in place until the official warning ends
 - b. glass which is approved as meeting the minimum standards set by us, or an approved certifying engineer
 - c. other means that have been approved by us or an approved certifying engineer.

Reinstatement of optional special benefit - Gale, windstorm, hurricane, cyclone

After a partial loss covered by this optional special benefit, your sum insured will reduce by the amount that it would take to reinstate the partial loss.

We may agree to reinstate the full sum insured once the business property has been fully reinstated.

You will need to pay an additional premium for this reinstatement.

There is no reinstatement of the sum insured where there has been a total loss.

What you are not covered for under the business property section

Your business property is not covered for the excess as shown in your certificate of insurance.

Your business property is not covered for losses caused by or arising from slowly developing or non-natural events

1. Defect, error or omission
defect, error or omission in design, plan, specification or formula, inherent fault, defective workmanship, materials or design.
2. Change in flavour or texture
flavour, colour, texture, finish, odour changes or the inherent nature of the property itself.
3. Wear, tear, weakening of support
wear, tear, scratching, denting, marring, vibration or weakening of support.
4. Electric current
electric current other than the cover provided in the special benefit – Electric current damage.
Any resultant loss to your other business property by fire is covered.
5. Mechanical breakdown
mechanical, electrical or electronic breakdown other than the cover provided in *Section 7 - Business property breakdown on page 25*, if selected.
6. Artificially controlled temperatures
changes in artificially controlled temperatures or atmospheres other than the cover provided in the *Section 7 optional special benefit – Business property breakdown on page 25*, if selected.
7. Burglary and theft
burglary, theft or attempted theft other than the cover provided in *Section 3 – Money on page 17*, or *Section 4 – Burglary on page 19*, if selected.
8. Pressure vessel and boiler failures
explosion, collapse, bursting, cracking, bulging, rupture or leakage of steam pressure vessels, boilers and pressure vessels, and pipes.

Damage to your other business property resulting from vessel and boiler failures is covered.

9. Discharge of toxic pollutants
discharge, dispersal, release or escape of pollutants into or upon the land, atmosphere or any body of water, unless sudden and unforeseen.

Your business property is not covered for losses caused by or arising from nature related and weather events

1. Subsidence and erosion
subsidence, landslip, erosion, any action of the sea, other than the cover provided in the optional special benefit Gale, windstorm, hurricane, cyclone, if selected.
2. Evaporation and change in temperature.
shrinkage, evaporation, loss of weight, contamination, action of light, change in temperature.
3. Earth movements
settling or cracking of land due to earth movements or underground water pressure.
4. Settlement and shrinkage
normal settlement, shrinkage or expansion of buildings, foundations, walls, pavements or roads and other structural improvements.
5. Earthquake and tsunami
earthquake, volcanic eruption, geothermal or hydrothermal activity, tsunami or tidal wave other than the cover provided in the optional special benefit – Earthquake, tsunami, volcanic eruption, if selected.
6. Cyclone and windstorm
gale, windstorm, hurricane, cyclone other than the cover provided in the optional special benefit – Gale, windstorm, hurricane, cyclone, if selected.
7. Flood
flood other than the cover provided in the optional special benefit - Flood, if selected.
8. Weather conditions
business property left outside without reasonable precautions being taken to protect it from weather conditions.
9. Insects and micro-organisms
insects, rodents, vermin, action of micro-organisms.
This exclusion only applies to the property immediately damaged and does not apply to any resultant loss to other business property.
10. Mildew and gradual deterioration
mildew, mould, rot, fungi, corrosion, rust, contamination, oxidation, gradual deterioration, slowly developing deformation or distortion.

You are not covered for any loss to certain items of business property

1. Property undergoing manufacture
business property undergoing manufacture, repair, erection, installation, demolition or any production process or cleaning process.
2. Motor vehicles, watercraft and aerial devices
motor vehicles, motor cycles, aerial devices, watercraft and accessories unless they are business stock and are not being driven, towed, conveyed by sea or air.
3. Land and farming
land including topsoil and backfill, trees, growing crops and livestock.

4. Bridges and land structures
retaining walls, drainage systems, dams, bridges, reservoirs, canals, culverts, aqueducts, tunnels.
5. Marine structures
docks, piers, wharves, breakwaters.
6. Jewellery, precious metals and money
jewellery, precious stones, works of art, furs, money, precious metals or bullion that is not your business stock.

How we will settle your claim

Your buildings

We will pay the costs actually incurred to reinstate your buildings to the same condition and extent as when new. Building materials and construction methods commonly used at the time of rebuilding will be used.

Special provisions

1. Compliance with regulations:
We will include the necessary reinstatement costs for complying with any Government or Local Body regulations or bylaws, other than
 - a. for any work that has already been required of you by notice served before the loss, or
 - b. for any undamaged business property that is also insured by this policy, other than foundations.
This applies whether the undamaged business property comprises a separate building or structure or a separate item of plant or equipment.
2. Where reinstatement is undertaken:
Where business property is destroyed, the work of reinstatement must be carried out at the situation unless:
 - a. reinstatement at the situation is not permissible by reason of any regulations, or
 - b. by mutual agreement reinstatement at the situation is deemed unsuitable to your reasonable requirements.
3. Limitations on amount payable:
 - a. we will only pay up to the amount it would cost to reinstate the business property at the original situation
 - b. if your business property is only partially damaged we will not pay more than the cost to reinstate it had it been destroyed
 - c. our liability for any item of business property will not exceed the sum insured for that item.
4. Our limit of liability:
No payment, beyond the amount which would have been payable had these special provisions not been incorporated in this policy, will be made:
 - a. if you elect not to reinstate the business property, or
 - b. if the work of reinstatement is not commenced and carried out with all reasonable dispatch, or
 - c. where a building or structure is damaged, but not destroyed, and the repair of the damage is not permissible by:
 - i. reason of any regulations, or
 - ii. by reason of the undamaged portion of the business property.

Unless stated otherwise a special or optional special benefit does not increase the amount we will pay which are shown as the sums insured in the certificate of insurance.

Your other business property

1. We will pay the cost to reinstate other business property plant that is under 10 years old.
2. We will pay the indemnity value of your plant that is 10 years or older:
 - a. the costs actually incurred to reinstate plant to the same condition and extent as when new, less an appropriate allowance for depreciation, wear and tear and deferred maintenance
 - b. architects', engineers' and surveyors' fees for the reinstatement where authorised by us.
3. We will pay the replacement cost for stock and any associated removal costs of damaged stock.

What we do not do

In all cases we are not bound to:

1. reinstate your business property exactly to its previous condition. In all cases we have the option to make payment or reinstate
2. pay you more than the indemnity value until the cost to reinstate is actually incurred
3. pay for carpet or other floor or window coverings not located in the room or rooms damaged
4. unless stated otherwise a special or optional special benefit does not increase the amount we will pay which are shown as the sums insured in the certificate of insurance.

2

Section 2 - Business income



What your business income is insured for

If this section is recorded as having been selected on the certificate of insurance, we will cover you for loss of your business income. This loss must occur during the period of indemnity resulting from actual loss to your business property.

Your business property must be insured under *Section 1 - Business property on page 6*. This does not apply to the special benefits:

- Prevention of access
- Suppliers premises
- Public utilities

Your automatic benefits

The business income section also covers you for the benefits listed below. All benefits are payable only for events that occur during the indemnity period.

The most we will pay is the maximum amount stated in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the business income sum insured. It is not additional to it.

If more than one benefit applies to an event you can only claim under the one that is most beneficial to you.

Where the business property claim is under the business property excess amount you may still claim under this section. The applicable business income excess will apply.

These benefits are subject to the terms of this policy except to the extent where they are varied in the benefit.

Additional costs

We will pay the additional costs incurred by you to help your business return to its normal operations.

Limit of cover

This benefit only applies if the additional costs you incur do reduce your loss.

The most we will pay under this benefit is \$15,000 per event.

This benefit is additional to the sum insured.

Claim preparation costs

We will pay for professional fees and other expenses required to prepare your claim provided:

1. the costs are reasonable and not related to negotiation of the claim
2. the claim is covered under this section.

Limit of cover

The most we will pay under this benefit is \$5,000 per event.

Leased or rented property

We will pay for loss of your business income during the indemnity period resulting from loss to buildings.

The buildings must be:

1. leased or rented by you for your business purposes and
2. insured under this policy during the period of insurance.

Prevention of access

We will pay for loss of your business income during the indemnity period resulting from interruption or interference to your business:

1. due to a fire occurring within a 5 km radius of your situation during the period of insurance and
2. your customers are prevented or hindered from accessing your business premises.

Limit of cover

The most we will pay per event for this benefit is 10% of the sum insured for this section.

This benefit is additional to the sum insured.

Public utilities

We will pay for loss of your business income during the indemnity period resulting from interruption or interference to your business if fire damages:

1. electric power stations or substations
2. waste disposal systems
3. underground services

that supply electricity, gas or water for your premises.

Limit of cover

The most we will pay per event under this benefit is 10% of the sum insured for this section.

This benefit is additional to the sum insured.

Suppliers' premises

We will pay for loss of your business income during the indemnity period resulting from interruption of or interference to your business:

1. because your supplier's premises in Tonga suffers loss by fire and
2. the fire occurs during the period of insurance.

Limit of cover

The most we will pay per event under this benefit is 10% of the sum insured for this section.

This benefit is additional to the sum insured.

How we will settle your claim

We will pay:

- the amount by which the business income earned during the indemnity period falls short of the standard business income
- plus reasonable additional expenditure to minimise the loss of business income
- less any savings in expenses paid out of business income.



What you are not covered for under the business income section

We will not pay:

1. more than the sum insured shown in your certificate of insurance.
2. loss of your business income resulting from loss caused by:
 - a. earthquake
 - b. hydrothermal activity
 - c. subterranean fire
 - d. volcanic eruption
 - e. tsunamiunless you have selected the *Section 1 optional special benefit – Earthquake, tsunami, volcanic eruption on page 8*.
3. loss of your business income resulting from loss caused by:
 - a. gale
 - b. windstorm
 - c. hurricane
 - d. cycloneunless you have selected the *Section 1 optional special benefit - Gale, windstorm, hurricane, cyclone on page 8*.

Reinstatement of amount of insurance

If a claim is payable under this section and unless we advise you in writing to the contrary:

1. the amount of the sum insured reduced by the loss will be automatically reinstated. This will be from the date the claim for that loss is paid
2. you agree to pay the pro-rata premium as may be required by us for the reinstatement.

Your sum insured is not automatically reinstated if the loss was due to:

1. earthquake
2. hydrothermal activity
3. geothermal activity
4. volcanic eruption
5. tsunami
6. fire resulting from any of the perils listed above.

Section 3 - Money

What your business is insured for

If this section is recorded as having been selected on the certificate of insurance, we cover you up to the sums insured shown in the certificate of insurance for loss to money while:

1. in transit to and from the situation
2. in a securely locked safe or strongroom at the situation or your bank

We will also pay up to \$2,500 per event for loss to money while:

1. at your home or the homes of your employees or your executives until banking hours begin on the following working day
2. at the situation when it is not secured in an approved securely locked safe or strongroom.

Your automatic benefit

The Money section also covers you for the benefit listed below.

This benefit is subject to the terms of this policy except to the extent where it is varied in the benefit.

Safes and strongrooms

We will pay for the cost to open or repair your safes or strongrooms due to damage caused by burglars.

Limit of cover

The most we will pay under this benefit is \$5,000 per event.

This benefit is additional to the sum insured.

What you are not covered for under the money section

The excess as shown in your certificate of insurance.

Any loss of money:

1. Due to shortages
due to shortages resulting from clerical or accounting errors in receiving or paying out.
2. Not discovered within 3 days
not discovered within three working days of the occurrence.
3. In the care of others
while in the care, custody or control of any person other than you or an employee, professional money carriers, or other carriers or couriers.
4. Unlocked vehicle
from an unlocked or unattended vehicle.
5. Keys left on premises
from a safe or strongroom opened by a key or combination left on the premises outside business hours.
6. You or your employees
directly resulting from attempted theft, theft or fraud by you or any of your employees.
7. Outside the country
occurring outside Tonga.

Reinstatement of amount of insurance

If a claim is payable under this section and unless we advise you in writing to the contrary:

1. the amount of the sum insured reduced by the loss will be automatically reinstated from the date the claim for that loss is paid
2. you agree to pay the pro-rata premium as may be required by us for the reinstatement.

Your sum insured is not automatically reinstated if the loss was due to:

1. earthquake
2. hydrothermal activity
3. geothermal activity
4. volcanic eruption
5. tsunami
6. fire resulting from any of the perils listed above.



Section 4 - Burglary



What your business is insured for

If your certificate of insurance records you selected this section, we cover you up the sums insured shown on the certificate of insurance for:

1. loss to your business property at the situation caused by burglary
2. physical damage to the premises at the situation caused by actual or attempted burglary for which you are responsible under any lease or tenancy agreement.

Your automatic benefits

The Burglary section also covers you for the benefits listed below.

The most we will pay is the maximum amount detailed in each benefit.

These benefits are subject to the terms of this policy except to the extent where they are varied in the benefit.

Business property not at the situation

We will pay for loss to your business property arising from burglary when it is temporarily elsewhere in Tonga for:

1. cleaning
2. repair
3. renovation
4. display or promotional purposes.

Employee's contents

We will pay for loss to your employee's personal effects arising from burglary.

Cover is provided only while they are at premises owned or occupied by you and not otherwise insured.

Limits of cover

The most we will pay under this benefit is \$500 per employee per event.

The most we will pay under this benefit during any one period of insurance is \$1,000.

This benefit is additional the sum insured.



What you are not covered for under the burglary section

The excess as shown in your certificate of insurance.

Any loss of:

1. Money and documents
money, business books, plans or designs.

Any loss arising from:

1. Being lawfully at the situation
your family or other people while lawfully at the situation.
2. Fire and explosion
fire or explosion, unless resulting from fire or explosion caused by burglars breaking open, or attempting to break open, any safe or strongroom.

3. Fraudulent acts by you
fraudulent acts, embezzlement or misappropriation by you or your employees.
4. Arising from theft
theft unless resulting from the burglary at the situation.
5. Outside the country
occurrences outside Tonga.

Reinstatement of amount of insurance

If a claim is payable under this section and unless we advise you in writing to the contrary:

1. the amount of the sum insured reduced by the loss will be automatically reinstated from the date the claim for that loss is paid
2. you agree to pay the pro-rata premium as may be required by us for the reinstatement.

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Section 5 - Business liability



What your business is insured for

If your certificate of insurance records you selected this section, we cover your legal liability:

1. to people other than your employees arising from personal injury
2. for damage to other people's property.

The legal liability must arise from an occurrence during the period of insurance which is:

1. in connection with your business occurring in Tonga, or
2. during overseas visits on business by you or your employees for you, or
3. in connection with business products exported to Australia and New Zealand or any South Pacific island but excluding any countries under United States of America jurisdiction.

Limits of cover

The most we will pay under this section for any one occurrence is stated on your certificate of insurance.

All personal injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Your automatic benefits

The Business liability section also covers you for the benefits listed below.

The most we will pay is the maximum amount detailed in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the Business liability sum insured and is not in addition to it.

These benefits are subject to the terms of this policy except to the extent where they are varied in the benefit.

Defence costs

We will pay legal costs and legal expenses for any claim or civil legal proceeding brought against you. We will also pay if the claim or legal proceeding is groundless, false or fraudulent. The costs and expenses must be necessary, reasonable and with our consent.

Limit of cover

The most we will pay under this benefit is \$75,000 per period of insurance.

Social recreational activities

We will pay your legal liability for accidents resulting in accidental physical property damage or accidental bodily injury arising from social activities organised by you for your employees or executives.

Tenants liability

We will pay for your legal liability for loss to property caused by or resulting from fire, explosion, water or impact to:

1. premises leased, rented or legally occupied by you but not owned by you or members of your family
2. your landlord's fixtures, fittings or furniture
3. property of other tenants legally in the premises.

Your optional special benefits

Cover under these optional special benefits only applies when they show as selected on your certificate of insurance.

The amounts paid under these optional special benefits are additional to the Business liability sum insured, unless the optional special benefit states otherwise.

These benefits are subject to the terms of this policy except to the extent where they are varied in the benefit.

Bailee liability

We will pay for your legal liability as bailee for goods that are not owned by you or your employees but that are in your physical and legal control.

Limit of cover

The most we will pay under this optional special benefit is the sum insured stated in the certificate of insurance.

Service and repair liability

We will pay for your legal liability arising from work performed by you or your employees on:

1. motor vehicles
2. or watercraft less than 8 metres in length.

The work must result in loss to that motor vehicle or watercraft.

That motor vehicle or watercraft must be, or have been:

1. in your care, custody or control
2. for service or repair
3. not owned by you or your employees.

Limit of cover

The most we will pay under this optional special benefit is the sum insured stated in the certificate of insurance per event.

What you are not covered for under the business liability section

You are not covered for the excess as shown in your certificate of insurance.

You are not covered for your legal liability:

1. For loss to property belonging to:
you, any employee, or member of your family.
2. As a bailee
your legal liability as a bailee unless you have selected the optional special benefit – Bailee liability.
3. Arising from service and repair work
performed by you or your employees on any motor vehicle or watercraft unless you have selected the optional special benefit – Service and Repair Liability.

You are not covered for your legal liability arising from:

1. Ownership, use or possession of:
 - a. motor vehicles
 - b. watercraft
 - c. aircraft, drones and other aerial devices
 - d. railway locomotives and rolling stockother than the cover provided if selected under the optional special benefit - Service and repair liability.
2. Working on watercraft or aircraft
work being undertaken or which has been undertaken to:
 - a. watercraft
 - b. aircraft, drones or
 - c. anything made or intended to travel on or in water, air or spaceother than the cover provided if selected under the optional special benefit - Service and repair liability.
3. Error in advice
any error or omission in advice, remedial or other treatment given, administered or prepared by you or on your behalf.
4. Bodily injury
bodily injury to you, your family or your employees.
5. Bodily injury to any person
bodily injury to any person resulting from:
 - a. acquired immune deficiency syndrome
 - b. asbestosis or any related disease.
6. Defective business products
loss or damage due to your business products own defect or deficiency.
7. Explosion of pressure vessels
explosion, collapse, bursting, cracking, bulging, rupture or leakage of steam pressure vessels and pipes.
8. Weakening of support
vibration, removal or weakening of support.
9. Discharge of pollutants
discharge, release or escape of pollutants into or upon any land, water or the atmosphere.
This exclusion does not apply if the discharge, release or escape is sudden and unforeseen.
10. Defective workmanship
the cost of making good any defective workmanship or faulty workmanship for actual parts worked on by you or your employees.
However, liability for bodily injury or property damage resulting from the defective or faulty workmanship is not excluded.
11. Criminal acts and law violation
criminal, fraudulent, wilful or malicious act, error or omission, or any intentional or knowing violation of statute or law.
12. Product recall
business products recall.

You are not covered for any claims for:

1. Costs of business product recall
any refund of payments received, or the cost of recall, repair or alteration of any business product.
2. Fines and punitive damages

finer, punitive, exemplary or liquidated damages.

3. Wrongful arrest and imprisonment
wrongful arrest, imprisonment, detention, prosecution.
4. Assumed liability
liability assumed by you when you would not actually be liable at law.

Section 6 - Employee fraud

What your business is insured for

If this section is recorded as having been selected on the certificate of insurance, we will reimburse you for direct financial loss due to:

1. theft
2. false pretences
3. fraud
4. computer fraud

by your employees.

Limit of cover

This benefit only applies if the loss is reported to us within three months of it occurring.

The most we will pay under this benefit is \$2,500 during any one period of insurance.

Your additional obligation - loss mitigation

If you discover a financial loss and identify the employees responsible, you must immediately:

1. take action to prevent further financial losses being committed by them
2. report the matter to the police.

There is no cover for any further direct financial loss caused by the same employees after the date of discovery.

What you are not covered for under the employee fraud section

The excess as shown in your certificate of insurance.



Section 7 - Business property breakdown



What your business is insured for

If your certificate of insurance records you selected this section, we cover your plant for damage during the period of insurance resulting from:

1. mechanical breakdown
2. electronic breakdown.

This includes the cost of insulating oil or refrigerant gas which requires replacement due to the mechanical or electronic breakdown.

Limit of cover

The most we will pay is the sum insured shown in the certificate of insurance.

Your automatic benefits

The Business property breakdown section also covers you for the benefits listed below.

These benefits are subject to the terms of this policy except to the extent where they are varied in the benefit.

Computer records

We will pay to reconstruct your computer records and programs.

Limit of cover

The most we will pay under this benefit is \$3,000 per event.

The loss must have been solely caused by plant being damaged by mechanical or electronic breakdown which is covered by this section.

This benefit is additional the sum insured.

Temporary replacement

We will pay for the reasonable costs to hire temporary plant of a similar specification to your plant during the time taken to repair it.

Limit of cover

The most we will pay under this benefit is \$1,500 per event.

The damage to your plant must directly result from a mechanical or electronic breakdown which is covered by this section.

This benefit is additional to the sum insured.



Your optional special benefit

Cover under this optional special benefit only applies when it shows as selected on your certificate of insurance.

The amount paid under this optional special benefit is additional to the business property breakdown sum insured.

This benefit is subject to the terms of this policy except to the extent where they are varied in the benefit.

Spoilage of stock

If you have selected this optional special benefit we will pay for spoilage of your stock resulting from loss or damage to plant.

Limit of cover

The most we will pay under this optional special benefit is the amount shown in the certificate of insurance per event.

This benefit is additional the sum insured.



What you are not covered for under the business property breakdown section

The excess as shown in your certificate of insurance.

Any loss to:

1. Belts, ropes, operating media
belts, ropes, wires, chains, tyres, dies, exchangeable tools, engraved cylinders, glass, porcelain or ceramic components, refractories, felts, sieves, fabrics, jointings, packings and all operating media.
2. Business property
that is insured under *Section 1 - Business property on page 6*.
3. Maintenance contracts
that is recoverable under a maintenance contract or warranty.
4. Equipment testing
that is due to equipment testing or before successful commissioning.
5. Programming errors
resulting from programming errors.
6. Obsolete equipment
plant or equipment that is useless or obsolete to you.
7. Computer records and programmes
computer records and programmes other than the cover in the special benefit - Computer records.

How we will settle your claim

We will not pay the cost of repairing or replacing any part or a piece of plant whose cost is greater than the cost of repairing or replacing the entire item of plant.

If you do not repair or replace the damaged plant within 12 months of the event, we will only pay the indemnity value of the damaged plant.



Section 8 - Business vehicle



What your business vehicle is insured for

If this section is recorded as having been selected on the certificate of insurance, we will cover your business vehicle under one of the following as detailed in the certificate of insurance.

Maxi motor protection

If you have selected Maxi motor protection we will cover loss to your vehicle including Liability protection as described below.

Liability protection

We will pay for your legal liability for claims made on you for sudden and accidental property damage resulting from accidents involving your vehicle.

Your vehicle includes any trailer or caravan attached to your vehicle, or any vehicle you are using with the owner's permission.

We will also pay for expenses incurred by you with our prior approval in defending claims and for costs awarded against you.

We will also cover any other person using your vehicle with your permission provided that person was:

1. not insured under another policy
2. licenced to drive the vehicle:
 - a. in Tonga with a valid Tongan driver's licence or
 - b. has a valid overseas licence accepted by law in Tonga.

Limits of cover

The most we will pay under this section is \$1,000,000 in total during the period of insurance.

If you have liability cover with us for your vehicle under any other policy, our maximum combined liability under all policies is \$1,000,000 in total during the period of insurance.

Your automatic benefits

The Business vehicle section also covers you for the benefits listed below.

These benefits are subject to the terms of this policy except to the extent where they are varied in the benefit.

New vehicle

If your vehicle becomes a total loss covered by this policy we will replace it with a new vehicle. The new vehicle will be the same make and model locally available in Tonga.

Limits of cover

You must have owned the vehicle from new.

You must have insured the vehicle with us from new.

The total loss happens within six months of you purchasing the vehicle.

One event – one excess

If your vehicle suffers loss and in the same event a loss to your business property happens, you will only have to pay one excess. The excess that you pay will be the higher of those excesses.

Replacement vehicle

If we insure your vehicle, we will cover any vehicle you purchase to replace your vehicle insured under this policy.

We will insure the replacement vehicle for up to 30 days from the date you purchase it. The cover will be under the same terms and conditions as we had insured your previous vehicle.

Limits of cover

We will cover the replacement vehicle for the lesser of:

1. what you paid for it
2. its market value.

Salvage costs

If your vehicle is unable to be driven after a loss covered by this section, we will pay for the cost of removing it to the nearest repairer or place of safety.

Limit of cover

We will pay reasonable expenses up to \$500.

Trailers

We will pay for loss to your trailer while it is being towed by your vehicle.

Limit of cover

We will pay up to \$750 during the period of insurance.

Windscreen and window glass

If your vehicle suffers sudden and accidental physical damage to its:

1. windscreen
2. window glass
3. sunroof

and there has been no other damage to the vehicle, we will pay for its repair or replacement.

Your claim will be excess free.



What you are not covered for under the motor vehicle section

The excess as shown in your certificate of insurance.

Any loss, damage or liability while your vehicle is:

1. Outside the country
outside Tonga.
2. On any boat or aircraft
being shipped on any marine vessel, aircraft or road conveyance including while it is being loaded or unloaded.
3. On hire
is on hire or being leased to any other person or entity.
4. Using the vehicle for racing and rallying
being tested for or in preparation for or engaging in:
 - a. racing
 - b. pace making
 - c. hill climbing
 - d. reliability trials
 - e. rallying
 - f. speed tests.
5. Using the vehicle for off-roading
being used off road, for example on a beach, sand dunes or a river bed, even if your vehicle is designed for such off-road use.
This does not apply if you have told us and we have agreed to provide cover for such use. This will be noted on your certificate of insurance.
Nor does this apply to using the vehicle on recognised boat ramps, unsealed car parks or unsealed surfaces to access a residential building.
6. Using the vehicle for something it was not designed for
a use other than for what it was designed for, or not as a motor vehicle as defined in the relevant laws and regulations.
7. Unsafe condition
in an unsafe or unroadworthy condition.

If your vehicle is being driven by or is in the charge of anyone who:

1. Exceeds the alcohol limit
has a blood or breath alcohol level which exceeds the legal limit.
2. Has alcohol or drug related conviction
after a claim event is subsequently convicted of any alcohol or drug related offence in connection with driving or being in charge of your vehicle.
3. Is intoxicated while driving
is under the influence of intoxicating substances or drugs whether prescribed or not that has caused or contributed towards the covered loss or liability under this policy.
4. Leaves the scene of an accident
does not stop at or leaves the scene of an accident when it is an offence to do so.
5. Refuses testing
fails or refuses to permit a specimen of blood or breath test to be taken when lawfully required to do so.
6. Drives while unlicensed
does not have a legal licence to drive in Tonga, or is not complying with the conditions of their licence.
7. Criminal or reckless acts

commits any criminal or reckless act.

These exclusions do not apply if the person who is in charge of your vehicle has stolen it.

Loss, cost or expense arising from:

1. Loss of use and defects
loss of use of your vehicle due to:
 - a. depreciation
 - b. wear and tear
 - c. damage caused by driving the vehicle over severe road conditions
 - d. action of sunlight
 - e. existing defects.

Any loss or damage to:

1. Accessories that are not listed
any accessory or set of accessories that are not standard with the vehicle when new if their total value is over \$1,000 unless they are shown in the certificate of insurance.
2. Tyres
tyres unless the loss is malicious or there is other damage to your vehicle and we have accepted your claim.
3. Mechanical failure of the vehicle
failure or breakage of the:
 - a. engine
 - b. transmission
 - c. mechanical
 - d. electronic systemsdue to their own failure, or any loss which their failure may cause to the rest of these systems.
However, we will cover you if it happens due to loss to your vehicle and we have accepted that claim.

Liability for:

1. Bodily injury to you
bodily injury to you or any member of your family
2. Loss to your property
 - a. loss to property belonging to or under the care, custody or control of you or your driver, or
 - b. being conveyed in or loaded or unloaded from your vehicle.However this exclusion does not apply to any disabled vehicle being towed by your vehicle for no financial gain or reward.
3. Where you have agreed to accept responsibility for loss
if you or your driver have agreed with any party to accept responsibility for any loss when the law would not have held you or your driver responsible.

Modifications to your vehicle

1. We do not cover modifications
we do not cover any modifications from the maker's standard specifications for the model and year of manufacture unless we have agreed to this and it is noted on your certificate of insurance.

A conversion of your vehicle to run on CNG, LPG or BioGas will be covered by your policy provided:

- a. the conversion complies with all standards required by law, and
- b. has a current code of compliance or other requisite legal standard.

How we will settle your claim

We will arrange for the repair or replacement of your vehicle, or pay the amount of the loss.

Limit of cover

We will pay up to the vehicle's market value or its sum insured, whichever is less.

Replacement parts

We will pay for any part or accessory not currently available in Tonga up to the lesser of:

1. the last known price list in Tonga when the part or accessory was available, or
2. the part's or accessory's closest Tongan equivalent.

We will pay you the equivalent cost to us for a part or accessory if you ask us not to replace it.

Limits of cover

Your vehicle is not covered for:

1. air freight and other costs to import parts or accessories from outside Tonga
2. any costs due to the inability to match existing paint
3. costs to replace any part or accessory that has not suffered loss.



What you are not covered for under all sections

The excesses as shown in your certificate of insurance.

Any loss to:

1. Property in transit
property in transit other than:
 - a. at the situation, or
 - b. the cover provided in the *special benefit - Temporary removal on page 8, Section 1 - Business property on page 6*, and *Section 3 - Money on page 17*, if selected.

Any loss or liability caused by or arising from:

1. Unexplained disappearances
unexplained disappearances, shortages revealed during stock take or only by taking an inventory, shortages due to clerical or accounting errors.
2. Normal production process
property damaged directly or indirectly resulting from it undergoing any normal production process. For example: where the damage arises from a common failure rate in the normal production process.
3. Cessation of work
the total or partial stopping of work.
4. Interruption to supply
the interruption of the supply to your business premises of:
 - a. water
 - b. gas
 - c. electricity
 - d. any fuel
 - e. failure of waste disposals systems and underground servicesother than the cover provided by the *special benefit - Public utilities in Section 2 - Business income on page 15*, if selected.
5. Fraudulent acts
fraudulent acts, embezzlement or misappropriation by you or your employees, other than the cover provided in *Section 6 - Employee fraud on page 24*, if selected.

Any loss, damage, liability, cost or expense arising directly or indirectly from, occasioned by or through or in consequence directly or indirectly of or claim for:

1. War and terrorism
 - a. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war
 - b. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law
 - c. confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public local authority, or
 - d. any act of any person or persons acting on behalf of or in connection with any organisation the objective of which includes:
 - i. the overthrowing or influencing of any de jure or de facto government, or
 - ii. putting fear into any section of the publicby terrorism or by any violent means.

Terrorism is the use of violence, or the threat of violence, in order to achieve a political, social, ethnic, or religious goal.

2. Nuclear and radiation risks
nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel.
For this exclusion, combustion includes any self-sustaining process of nuclear fission or fusion.
3. Confiscation by an authority
confiscation, seizure, nationalisation or requisition or damage to property by an order of government, local authority, the courts or any public authority, unless it is to prevent loss or damage covered by this policy.
4. Asbestos
asbestos, or any materials containing asbestos in whatever form or quantity.
5. Communicable diseases
any communicable disease or viral or bacterial agent that is declared to be an outbreak by the World Health Organisation or Government or ruling body of a country that the outbreak has occurred in.
6. Discharge of pollutants
bodily injury or financial loss or damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants.
7. Cleaning up pollutants
the cost of removing, decontaminating or cleaning up pollutants.
8. Pollutant penalties
fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.
9. Fraudulent schemes and practices
any fraudulent scheme or device or false pretence practiced on you or on any other person having care of the insured property.



How to make a claim

It is important you tell us immediately when you become aware of any circumstances which may result in a claim.

You will be asked to complete a claim form. We must receive your completed claim form within 30 days. In order to avoid delays with your claim you should also provide us with full details of your claim.



What your responsibilities are at claim time

Events leading to a claim can be stressful. Your personal safety is paramount, so make sure you and anyone else involved are safe from harm and if necessary, call the emergency services.

Here is a list of what you and any person in charge of your business with your permission must do at claim time. Failure to do so may result in us taking the actions under the section *If you don't comply with your obligations on page 5*.

Before you lodge your claim

You must:

1. inform the Police if it appears that there has been arson, theft, burglary or malicious damage
2. tell us as soon as possible:
 - a. if it is likely that you will make a claim
 - b. if you or anyone else who may have cover under this policy is charged with any offence which resulted in loss of property, or caused bodily injury to someone else
 - c. about any claim made against you by another person, with full particulars and all legal documents served on you
3. take all reasonable steps to prevent further loss or liability
4. get our permission before you arrange for any repairs or replacement, or incur any expense for any claim.

Once you've lodged your claim

You must:

1. let us inspect the loss and deal reasonably with any salvage. No property may be abandoned to us
2. let us complete all necessary documents and authorities for any claims under this policy as your authorised agent
3. provide proof of purchase and/or proof of ownership of all items being claimed for
4. comply with all our requests about your claim by providing full cooperation, information and assistance
5. not discuss a claim made on you by another person with them, instead, refer them to us
6. pay any applicable excess and any additional excess. Where you discover damage caused on multiple occasions pay an excess for each occasion or event that occurred
7. let us instruct a solicitor of our choice to conduct your defence. You must follow the recommendations of that solicitor about the conduct or continuation of your defence
8. let us talk with that solicitor when necessary about the details of the case and the conduct or continuation of your defence.

After we've accepted your claim

You must:

1. make sure that any repairs are carried out promptly
2. cooperate fully in any action we take to recover money from other parties involved in your claim
3. let us take over for our own benefit and settle any legal right of recovery you may have
4. tell us if any person is ordered to make reparation to you for any loss or cost that was part of the claim.
You must reimburse us as soon as you receive any reparation
5. tell us if any lost or stolen property that was part of the claim is found or recovered. Hand it over to us or, at our option, refund any money paid by us if we request it.

Otherwise we may decline your claim and/or recover any payment already made.

How we will look after your claim

When you contact us to make a claim we will:

1. process your claim within the terms of the policy
2. explain how the claims process works
3. explain what we need to go ahead with your claim
4. if required, arrange for an assessor, investigator or other specialist to inspect the loss and explain the procedure that will be followed
5. keep you updated on your claim's progress
6. give you all the information you need on how we will settle your claim
7. if we decline your claim we will clearly explain why.

What excesses you may need to pay

The excess is the amount of any claim that you are responsible for. The excess applies to each event that results in a claim. Where loss has been caused on multiple occasions an excess will apply for each occasion or event.

Some special benefits or optional special benefits may specify an additional excess. Additional excesses will apply above any other excess stated on your certificate of insurance.

Unless the benefit being claimed says it's excess free you will need to pay your excess.

Your excess and any additional excesses that apply are detailed on your certificate of insurance and in this policy wording.

If you have a total loss claim

When there is a total loss the following applies to all sections of this policy:

1. if you are paying your premium by instalments you must pay the rest of the annual premium before we settle your claim
2. we will always pay an interested party (for example a finance company) if we have been notified of their interest in your business. Any payment we make counts towards meeting our obligations under this policy.



Other important information

Cancelling this policy

You can cancel this policy by notifying us either by telephone or by post or email. We will refund 80% of your unused premium.

We may cancel or avoid this policy under the express rights of cancellation and/or avoidance set out in the headings:

1. *'What your responsibilities are'*
2. *'What your responsibilities are at claim time' in the How to make a claim section*
3. *'Making changes to this policy'*.

If you make a claim that is false or fraudulent in any way, or make any false statement to us, we may retrospectively avoid your policy. We may also avoid any other policies you have with us or cancel them immediately from the date of the fraudulent act. If we do this we will refund your unused premium.

Making changes to this policy

We can alter the terms of this policy or cancel it by giving you at least 14 days' notice in any of the following circumstances:

1. to reflect any material changes to relevant law
2. if we are no longer able to secure reinsurance protection for perils covered by this policy
3. if there is a material change in your (or your business property) risk profile
4. to allow for a material change in the risk profile of a group of similar policy holders (or similar insured property) that will not be commercially sustainable for us under current policy terms.

The notice will be sent or emailed to your last known address on our records.

We do not cover your business with other insurance

This policy does not cover any loss or liability if you are covered for that same loss, damage or liability to any extent under a policy with another insurer. We will not contribute towards any claim under any other policy with another insurer.

If you under insure

If you understate the value of your:

1. business property and/or
2. business income

by more than 20% then you will be considered to be your own insurer for the difference. This means that if you make a claim we will only pay our rateable proportion of the loss.

This does not apply if the loss does not exceed 5% of the total sum insured at the situation.

Liquidation or receivership

Your insurance policy will be automatically cancelled if your business:

1. is wound up
2. carried on by a liquidator, receiver
3. you stop trading.

This policy is under Tongan law

The laws of Tonga apply to this policy. The Tongan courts have exclusive jurisdiction for legal proceedings

about this policy.

Your policy does not cover:

1. any judgment for costs or damages awarded by any Court outside Tonga
2. any judgments or orders awarded in Tonga applying a judgment obtained outside Tonga
3. the costs or expenses of litigation outside Tonga.

Tonga currency and taxes apply

All sums insured and policy limits are expressed in Tongan currency and include Value Added Tax (VAT) and all other taxes.

All excesses are expressed in Tongan currency and include Value Added Tax (VAT) and all other taxes.

All claims will be paid in Tongan currency.

How we will communicate with you

We will communicate with you to your last notified physical or email address.

If we are communicating to your email address, you must keep that address valid and make sure that you check it on a regular basis.

You must tell us if you change your physical or email address.

How you can communicate with us

You can call into, or telephone us at any of our office:

Ground Floor
Vikilani House
Taufa'ahau Road
Nukualofa
Telephone: 24066

If you have a concern

We always strive to give the best possible service. So, if you are not happy with something – anything – please let us know. We'll aim to get it sorted for you quickly and fairly.

Often a quick conversation with us can help straighten things out. But, every now and then there may be an issue that can't easily be resolved. If that's the case, we'll talk you through our internal disputes resolution process.



Glossary

Please note words in the singular can be in the plural and vice versa.

avoid, avoidance

Means your policy is treated as though it never existed. Any claim payments made to you will have to be refunded to us. Your entire premium will be refunded less any claims that were paid to you.

bodily injury

Accidental bodily injury to a person occurring during the period of insurance in Tonga including:

1. death
2. illness or disease
3. disability
4. shock or fright
5. mental anguish or mental injury.

burglary

Loss due to violent and forcible entry into or exit from a securely locked building.

business products

Anything produced by you or on your behalf, including its packaging or container, after it is no longer in your custody or control. Produced includes manufactured, constructed, grown, extracted, processed, assembled, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed.

business property

Any of the following items listed on your certificate of insurance that you own or have hired and are liable for and that are at the situation:

1. buildings, including fixed signs and lettering, tanks, poles, power lines and their supports, underground and above-ground services, walls, retaining walls, gates, fences, landscaping, gardens, ornamental trees and shrubs, roads, paths, yards and the like
2. contents of buildings, including stock and materials in trade, plant such as chattels, equipment, spare parts, tools, moulds, patterns, dyes
3. business products
4. computer software and electronic data
5. customers goods in custody
6. tools of trade including any equipment, instruments, tools, devices, machinery, while they are being used in the normal course or scope of your profession, trade or occupation
7. un-manned aerial devices including their parts and accessories while they are at your situation and not in use
8. any other tangible property as detailed on your certificate of insurance.

business hours

The hours your business usually operates.

business income

The money paid or payable to you for goods sold or services provided during your business activities less the purchase cost of stock.

certificate of insurance

The certificate of insurance first issued to you or any further certificate issued following a change or renewal to the policy, whichever applies at the time of the event.

destroyed

So damaged by an insured event that the business property, by reason only of that damage, cannot be repaired or is uneconomic to repair.

electronic data

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. This includes programmes, software and other coded instructions for the processing and manipulating of such equipment.

excess

The amount of any claim which you must pay as shown in your certificate of insurance and/or in this policy wording.

indemnity period

The period:

1. commencing on the date the damage occurred, and
2. ending not later than the number of months specified on your certificate of insurance, and
3. during which the business results will be affected due to the damage.

indemnity value

1. for buildings or plant:
the value of rebuilding, replacing or repair to a condition no better than new less an appropriate allowance for depreciation, wear and tear and deferred maintenance
2. for stock:
the current replacement price.

loss

Sudden and accidental physical loss or sudden and accidental physical damage to your:

1. insured business property at the situation, or
2. your insured vehicle

occurring during the period of insurance.

market value

The value of your vehicle immediately prior to any claim assessed by an approved motor vehicle valuer.

money

Cash (current coins and notes only), cheques, traveller's cheques, postal notes, money orders, unused postage stamps, redeemable vouchers and tokens, other negotiable instruments.

period of insurance

The period of time we are providing your cover. This is shown in your certificate of insurance.

plant

Your plant, machinery and all other real and personal property of every kind or description you:

1. own or hold jointly or in trust or on commission, or
2. for which you were responsible before any loss or damage happened at the situation.

This does not include property deemed to be buildings or stock and any other property that is otherwise specifically insured.

pollutant

Any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise. This includes, but is not limited to, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids or alkalis of any sort, chemicals and waste.

Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.

regulations

Building or other regulations made under or framed to comply with any Act of Government or any amendments or any Act passed in substitution of the Act or regulation or by-law of any local authority.

reinstatement, reinstate and reinstated

1. where business property suffers loss or is destroyed:
its replacement by an equivalent building or by equivalent plant
2. where business property is damaged but not destroyed:
restoring of the damaged portion of the business property to a condition substantially the same as, but not better nor more extensive than, its condition when new.

replacement value

The actual costs to either rebuild, replace or repair your business property to the same condition and extent as when new.

situation

The physical location of your business property in Tonga which is shown in your certificate of insurance.

standard business income

The business income that would have been achieved but for the loss.

temporarily removed

The business property is removed temporarily from the situation for a specific purpose. Once that purpose has been served there must be intent to return it to the situation without unnecessary delay.

undamaged

Not damaged physically and directly by an event insured under *Section 1 - Business property* of this policy.

vehicle

Vehicles listed in your certificate of insurance including its spare parts and attached equipment and accessories.

This will include any modifications outside of the makers standard specifications if these are listed in your certificate of insurance.

we, us or our

National Pacific Insurance.

you/your:

Section 1 - Business property, Section 2 - Business income, Section 3 - Money, Section 4 - Burglary, Section 6 - Employee fraud, Section 7 - Business property breakdown and Section 8 - Business vehicle

Depending on the context in which it is used in this policy:

1. the entity
2. an insured person.

This will be shown on your certificate of insurance.

Section 5 - Business liability

Depending on the context in which it is used in this policy:

1. the entity
2. an insured person.

These parties are listed on your certificate of insurance and include:

1. any of your subsidiary companies or subsidiaries thereof and any other entity under your control and over which you exercise active management
2. your partners, executives, directors, officers or employees, shareholders or volunteers while acting within the scope of their duties on behalf of your business
3. any person, principal, trustee, estate or organisation to whom you are obligated by a written contract to provide insurance such as is afforded by this policy. However, this is only for their liability arising out of operations conducted by you or on their behalf. This is limited to no greater extent than required by the contract or agreement
4. any office bearer or member of social and/or sporting clubs formed with your written consent. The liability cover is limited to arising from their duties connected with activities of any such club. Personal injury to and property damage of any participants of any game, match, race, practice or trial is not covered
5. if you are an individual and die, your legal representative but only with respect to the legal representative's duties in administering or undertaking your business
6. if you are an individual, your spouse, but only with respect to the conduct of a business of which you are the sole owner.

Call us on
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**[nationalpacificinsurance@
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