

Premier Executive House Policy

OUR GUARANTEE

If **you** are not completely happy with **your** policy, please tell **us** within 30 days of its commencement date. **We** may agree to change the policy to suit **you**. If not, and **you** wish to cancel the policy, **you** can as long as **you** have not made any claims. **We** will then refund any premium **you** have paid and **we** will both regard this policy as never commencing.

WELCOME!

*We welcome **you** as a valued client of TOWER Insurance. **You** have entrusted **us** with the insurance of **your** house. **We** value that trust.*

This policy consists of this wording, the proposal and declaration and the **certificate of insurance** completed on the basis of the information that **you** have provided to **us**.

Please read this wording and the **certificate of insurance**. If there is an error of any sort, if **your** needs are not met or if **you** are in doubt then please contact **us**. **We** are happy to help at all times.

The extra cover provided under the Special Benefits and Optional Special Benefits is also subject to the general conditions, exclusions, obligations and limits of this policy.

In this policy some words are in bold, e.g. **you**. This means that the words have a special meaning. To find out the meaning please refer to the Section – Meanings of Words.

WHAT YOU MUST TELL US

WE WOULD LIKE TO POINT OUT SOME OF THE IMPORTANT OBLIGATIONS YOU HAVE

It is essential all statements made are correct. **We** must receive all relevant information. This means that **you** must tell **us** everything **you** know, or could reasonably be expected to know, that may influence **our** decision to insure **you**. If any circumstances change or may change during the time **we** provide **your** insurance then **you** must tell **us**.

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

- ◆ if the use or occupation of the **house** or land at the **situation** changes to include any business use;
- ◆ if any structural alteration or addition is made to **your** house;
- ◆ if **you** commit, are charged with, or convicted of, any criminal offence other than traffic offences.

These examples are a guide only. If **you** are in any doubt **you** should disclose information, whether or not **we** have asked questions that relate to it. If **we** are not told **we** have the option to decline any claim, or avoid this policy from the date of the change.

WHAT YOUR HOUSE IS COVERED FOR

Sudden and unforeseen accidental physical loss or damage to **your** house at the **situation** unless the loss or damage is not covered by this policy.

In no case will **we** pay more than the sum insured shown in the **certificate of insurance**.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR

NO CLAIMS BONUS

If **you** have been claims free with **us** for 12 months **you** will receive a No Claims Bonus. If after a further 1 year **you** have been claims free **you** will qualify for an extra No Claims Bonus.

Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim. However **we** will increase it at the next renewal if no further claims are made.

KEYS AND LOCKS

If **your house** keys are stolen or believed on reasonable grounds, to be illegally duplicated, **we** will pay up to \$500 free of any **excess** to replace them or the locks. **We** will also pay the reasonable costs of opening any safe following theft or loss of its key or combination.

If **you** have cover with **us** under any other policy then the maximum amount **we** will pay under all policies is \$500.

PROPERTY SECURITY AFTER LOSS

If **your house** suffers loss or damage for which a claim is accepted **we** will pay up to \$2,000 to temporarily secure it to prevent further loss or damage while it is unoccupied.

TEMPORARY ACCOMMODATION EXPENSES

If **your house** suffers loss or damage for which a claim is accepted under this policy and is uninhabitable as a result, **we** will pay **your** reasonable temporary accommodation expenses up to \$10,000.

No temporary accommodation expenses will be paid after repairs have been completed or **we** have paid **your** claim.

If **you** have this cover with **us** under any other policy then the maximum amount **we** will pay under all policies is \$10,000.

ONE EVENT - ONE EXCESS

If **your house** suffers loss or damage for which a claim is accepted and at the same time **we** accept a claim for loss or damage to **your** contents or vehicle that are also insured by **us**, **we** will only deduct one excess and that will be highest excess applicable.

LANDSCAPING

If **your house** suffers loss or damage as a result of fire or impact by a vehicle and at the same time **your** lawn, flowers, trees, hedges or shrubs are also damaged **we** will pay up to \$1,500 for their replacement.

RETAINING WALLS

This policy is extended to include loss or damage to **your** retaining walls caused by fire or impact by a vehicle.

SWIMMING AND SPA POOL PUMPS AND MOTORS

This policy is extended to include loss or damage to **your** swimming or spa pool pumps and motors for their **indemnity value**, other than loss or damage caused by fire or impact when cover is for full **replacement value**.

GRADUAL DAMAGE

If **your house** suffers loss or damage through gradual deterioration, mildew, mould or rot as a result of the leaking of an internal water pipe or waste disposal pipe, **we** will pay up to \$1,000 to repair the resulting damage (but not the cost of locating and repairing the leak) provided the leak first occurred during the time **we** insured **your house**.

WHAT OPTIONAL SPECIAL BENEFITS YOU ARE COVERED FOR (If Selected)

EARTHQUAKE

If **you** have selected this benefit **we** will pay for physical loss or damage caused by earthquake, volcanic eruption, geothermal or hydrothermal activity or tsunami.

GALE, WINDSTORM, HURRICANE, CYCLONE

If **you** have selected this benefit **we** will pay for physical loss or damage to **your house** caused by gale, windstorm, hurricane or cyclone.

We will not cover you for loss or damage caused:

- by water or rain, unless loss or damage is caused by water or rain entering **your house** through openings in the walls or roof caused by gale, windstorm, hurricane, cyclone;
- by sea surge, tidal wave, high water, flood, erosion, subsidence, landslip;
- to solar heating equipment, water tanks, gates, fences, walls, underground services, awnings, blinds, signs, power or telephone poles and equipment, aerials, masts, satellite receiving dish, decorative masts or arches, thatching or any other outdoor fixtures or fittings;
- to **your house** unless it is entirely enclosed with all outside doors, windows and roofs permanently in place;
- to **your house** during construction, reconstruction or repair unless **your house** is entirely enclosed with all outside doors, windows and roofs permanently in place;
- to exterior metallic fittings or claddings including but not restricted to roofing iron, guttering, joinery, water tanks and the like resulting from rusting, oxidation or gradual deterioration.

We will not cover you for loss or damage:

- unless all fixed glass on the ground and first floor levels including external windows, fixed glass panels, skylights or glass doors are protected by cyclone shutters constructed and affixed in accordance with the minimum standards laid down by **us**. The shutters are to be put in place immediately following an official cyclone warning and are to remain in place during the time the official cyclone warning remains in force;
- occurring within seven days of taking out this policy.

Reinstatement of Optional Special Benefit - Gale, Windstorm, Hurricane, Cyclone

The sum insured will be reduced by the amount of any claim **we** accept but **you** may reinstate with **our** consent and by payment of a further premium.

LOSS OF RENT AND LANDLORDS FIXTURES AND FITTINGS

If **you** have selected this benefit and **your house** is let, lent, leased, rented or tenanted and suffers loss or damage for which a claim is accepted under this policy **we** will pay **you**:

- ◆ up to \$15,000 or six months rent, whichever is less, which is lost as a result of **your house** being made uninhabitable. No loss of rent will be paid after repairs have been completed or **we** have paid **your** claim;
- ◆ the **indemnity value** up to \$5,000 for loss or damage to **your** home appliances, furniture and chattels (including carpets and drapes) that are contained in **your house**.

LIABILITY PROTECTION

We will cover **you** for up to \$500,000 for **your** legal liability as owner of **your house** for claims made on **you** as a result of accidents at the **house** which causes loss or damage to property or **bodily injury**.

We will only pay for claims relating to accidents which happen during the period of insurance.

If **you** have Liability Protection with **us** under any other policy then **our** maximum combined liability under all policies is \$500,000.

WHAT SPECIAL BENEFIT YOU ARE COVERED FOR UNDER LIABILITY PROTECTION

FINES AND LEGAL DEFENCE COSTS

Liability Protection is extended to cover **you** for up to \$20,000 for the cost of defending any charge and any fine or cash penalty imposed upon **you** by law as a result of an **occurrence**. An additional **excess** of \$500 will apply.

If **you** have this cover with **us** under any other policy then **our** maximum combined liability under all policies is \$20,000.

WHAT YOU ARE NOT COVERED FOR

The **excess**;

or

- ◆ \$100 for loss or damage due to strike, riot, civil commotion;
- ◆ \$500 for loss or damage caused by earthquake, volcanic eruption, geothermal or hydrothermal activity, tsunami;
- ◆ \$250 or ten percent (10%) of the amount of the final adjusted loss whichever is greater but not exceeding five percent (5%) of the sum insured for any loss or damage caused by gale, windstorm, hurricane, cyclone;
- ◆ \$400 additional **excess** if **your house** is let, lent, leased, rented or tenanted to anyone.

Any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely: -

- ◆ any unreasonable, criminal, reckless or wilful omission or any disregard for, or failure to comply with any provision in or notice or order under any Act of Parliament by **you**;
- ◆ any time or date device or any item of which it forms part, arising from its failure to recognise any date, character or value as the correct date, character or value (e.g. Year 2000), however **we** will pay for any loss or damage which it causes to any other item;
- ◆ wear, tear, depreciation, action of sunlight;
- ◆ flood, tidal wave, overflow of the sea;
- ◆ mildew, mould, rot, corrosion, rust, contamination, gradual deterioration other than the cover provided in the Special Benefit – Gradual Damage;
- ◆ earthquake, volcanic eruption, geothermal or hydrothermal activity, tsunami, unless **you** have selected the Optional Special Benefit - Earthquake;
- ◆ gale, windstorm, hurricane, cyclone unless **you** have selected the Optional Special Benefit – Gale, Windstorm, Hurricane, Cyclone;
- ◆ insects, rodents, vermin. However resulting loss or damage other than that caused directly by them is covered;
- ◆ mechanical, electrical or electronic breakdown unless burning out occurs. However the resulting loss or damage other than the mechanical or electrical breakdown is covered;
- ◆ neglect of maintenance, inherent fault, defective workmanship materials or design or the cost of remedying the inherent fault, defective workmanship, materials or design;
- ◆ lifting or shifting **your house** or structural alterations or repairs including the removal or alteration of the roof;
- ◆ theft, malicious acts or deliberate damage by persons living with **you** or lawfully in **your house**;
- ◆ war, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war;
- ◆ mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.
- ◆ nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel; for the purpose of this exclusion combustion includes any self-sustaining process of nuclear fission or fusion;
- ◆ subsidence, landslip, erosion, any action of the sea;

- ◆ confiscation, nationalisation or requisition by the order of Government or Local Authority but **we** will pay for damage as a result of such order if such damage is to prevent loss or other damage covered by this policy;
- ◆ settling, cracking, movement of land;
- ◆ handling, transportation, storage, installation, removal, treatment or use of asbestos, asbestos products or asbestos contained in any products or materials;
- ◆ the engagement by **you** of any contractor to dispose of or handle materials in other than a lawful manner;
- ◆ any activity for financial return (other than domestic rent) whether for profit or not.
- ◆ aggravated, punitive, exemplary damages;
- ◆ fines and/or other penalties or reparation orders other than the cover provided in the Special Benefit – Fines and Legal Defence Costs;
- ◆ liability which arises only because **you** have agreed to take liability upon yourself.

Liability for:

- ◆ loss or damage to property belonging to **you** or under **your** care or control or **bodily injury** to **you**;
- ◆ the ownership, use or possession of any mechanically propelled vehicle (other than domestic garden implements), trailer, caravan, watercraft, aircraft or other airborne devices.

HOW TO MAKE A CLAIM

It is important **you** tell us immediately **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** loss for which **you** wish to claim.

SOME OF YOUR OTHER IMPORTANT OBLIGATIONS ARE

You must:

- ◆ not make a claim that is false or fraudulent in any way;
- ◆ inform the Police if it appears that there has been arson, theft, burglary or malicious damage;
- ◆ allow **us** to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent;
- ◆ allow **us** to take over for **our** own benefit and settle any legal right of recovery **you** may have and **you** must co-operate fully on any recovery action;
- ◆ take all steps which **we** consider reasonable to prevent further loss or damage and see that any rebuilding or repairing is carried out promptly;
- ◆ comply with all **our** requests relating to **your** claim including providing all co-operation, information and assistance;
- ◆ allow **us** to inspect the loss or damage and deal with any salvage in a reasonable manner. No property may be abandoned to **us**;
- ◆ not start rebuilding or repairs to **your house** without **our** prior approval;
- ◆ not discuss a claim made on **you** by another person with them. Instead, refer them to **us**;
- ◆ provide **us** immediately with full particulars of any claim made against **you** by any other person and all legal documents served on **you**, and allow **us** to instruct a solicitor of **our** choice to conduct **your** defence. **You** must follow the

recommendations of that solicitor as to the conduct or continuation of the defence. That solicitor shall be entitled to confer with **us** when necessary as to the details of the case and the conduct or continuation of **your** defence;

- ◆ establish that **you** have complied with all **your** obligations under this policy and that none of the exclusions apply;

otherwise **we** can decline **your** claim and/or recover any payment already made.

HOW WE WILL LOOK AFTER YOUR CLAIM

Once we receive advice of your claim we:

- ◆ will acknowledge that **we** have received **your** claim form and ask **you** for any further information or assistance **we** may require to enable **us** to consider **your** claim;
- ◆ may appoint an assessor or loss adjuster to look after **your** claim.

HOW WE WILL SETTLE YOUR CLAIM

We will arrange for the repair, replacement or payment for the loss, once **your** claim has been accepted.

We will pay either:

- ◆ **replacement value**
- or
- ◆ **indemnity value**

as shown in the **certificate of insurance**.

We will also pay for all costs and expenses incurred by **you** with **our** approval in defending claims under Special Benefit - Liability Protection plus any costs and expenses awarded against **you**.

In all cases:

- ◆ if **you** pay **your** premium by instalments and **your house** is a total loss **you** must pay the rest of the annual premium before **we** settle **your** claim;
- ◆ **we** will pay architects', engineers', and surveyors' fees in respect of the rebuilding or repairs where authorised by **us**;
- ◆ **we** will pay the cost of demolition and removal of debris including the contents;
- ◆ **we** may make payment to an interested party (mortgagee etc.) if **you** have one. Their receipt will discharge **us** completely;
- ◆ **we** have the option to make payment, rebuild, replace or repair **your house**;
- ◆ **we** will use materials and construction methods commonly used at the time of loss or damage;
- ◆ if as the result of changes in government or local body by-laws **you** are not able to rebuild or repair the damaged part of **your house** to the same specifications as before the damage occurred, **we** will pay any additional costs incurred to rebuild the damaged part;
- ◆ **we** will not pay the cost of rebuilding, replacing or repairing any part of **your house** which, at the time it was built, was otherwise than in accordance with a building permit issued by the relevant authority;
- ◆ **we** will not pay more than the sum insured stated in the **certificate of insurance**.

We are not bound to:

- ◆ repair or reinstate **your house** exactly to its previous condition;

- ◆ pay the cost of replacement or repair beyond what is reasonable, practical or comparable with the original;
- ◆ pay for wall, floor or window coverings not located in the room or rooms where the loss or damage occurred;
- ◆ pay more than the **indemnity value** if **you** have **replacement value** until the cost of replacement is actually incurred. If **you** choose not to rebuild or repair **your house** we will only pay the **indemnity value**.

CANCELLING THIS POLICY

You may cancel this policy at any time by writing to **us**. **We** will refund 80% of **your** unused premium.

We may cancel this policy at any time by writing to **your** postal address on **our** policy records. This letter will contain at least 14 days notice. **We** will refund **your** unused premium.

If **you** make a claim which is false or fraudulent in any way **we** may avoid **your** policy or cancel it effective immediately.

Your policy is automatically cancelled if **your house** is a total loss and no refund of premium is given however **you** may apply to **us** to insure **your** new house.

MAKING CHANGES TO THIS POLICY

You can have this policy altered at any time as long as **we** agree in writing to such alteration before it takes effect. **We** can, in exceptional circumstances, alter the terms of this policy by writing to **your** postal address on **our** policy records and the change will take effect 14 days after the date of that letter from **us**.

LEAVING YOUR HOUSE UNOCCUPIED

Unless **you** have told us that **your house** is a holiday home, **you** must have **our** prior written confirmation if **your house** is going to be unoccupied for more than 60 consecutive days, otherwise cover under this policy is automatically suspended. Cover resumes as soon as **your house** is occupied again.

If **you** have told **us** that **your house** is going to be unoccupied **we** may, if **we** choose, change the terms of this policy. Any change will be notified to **you** in writing and will take effect 14 days after the date of the letter from **us**.

UNDERINSURANCE

If at the time of any claim it is found that **you** have understated the value of **your house** by more than 20% (twenty percent) then **you** will be considered to be **your** own insurer for the difference and **we** shall only pay **our** rateable proportion of the loss. This will not apply if the amount of the loss does not exceed 5% (five percent) of the sum insured.

INFLATION PROTECTION

To help protect **you** from inflation the sum insured shown in the **certificate of insurance** may be increased at the renewal of **your** policy based on changes in the appropriate parts of the Consumer Price Index.

Your premium at renewal will be calculated on the revised sum insured.

OTHER INSURANCE

We will only pay over and above the cover provided by any other policy.

AUTOMATIC REINSTATEMENT

In the case of partial loss or damage to **your house** **we** will pay the premium to reinstate **your** insurance after **we** meet any claim. This does not apply to Optional Special Benefit - Gale, Windstorm, Hurricane, Cyclone.

JURISDICTION

The laws of Fiji apply to this policy. The Fiji Courts have exclusive jurisdiction in relation to legal proceedings about this policy.

Any judgement for costs or damages awarded by any Court outside Fiji or any judgement or order obtained in Fiji for the enforcement of a judgement obtained outside Fiji are not covered.

CURRENCY AND TAXES

All sums insured and policy limits are expressed in Fijian currency and include Value Added Tax (VAT) and all other taxes. All claims will be paid in Fijian currency.

MEANINGS OF WORDS

- ◆ **“Bodily injury”** means **bodily injury** (including death), illness, disability, disease, shock, fright, mental anguish or mental injury.
- ◆ **“Certificate of insurance”** means the **certificate of insurance** first issued to **you** or the current renewal certificate whichever applies and any endorsement certificates that have been added during the period of insurance.
- ◆ **“Excess”** means the amount of any claim which **you** must bear. The amounts are shown in the **certificate of insurance** and this wording.
- ◆ **“House”** means the domestic building(s) shown in the **certificate of insurance** **you** own at the **situation** including its fixtures, fittings (other than floor coverings not permanently fixed or glued in place, drapes and blinds), walls (other than retaining walls), gates, fences, underground and overhead services extending to the public mains, permanent swimming pools and spa pools (other than pumps and motors) and any other domestic structure on the same site (other than metal driveways or paths).
- ◆ **“Indemnity Value”** means the cost at the time of loss or damage of rebuilding, replacing or repairing to a condition no better than new, less an appropriate allowance for depreciation and deferred maintenance, up to the sum insured stated in the **certificate of insurance**.
- ◆ **“Occurrence”** means an act or omission during the period of insurance including repetitive or continual exposure to the same conditions as a result of which **you** are charged with an offence under section 65 of the Health & Safety at Work Act 1996. Where the elements of an **occurrence** take place during more than one period of insurance the **occurrence** shall be treated as taking place during the period of insurance in which the first act /omission forming part of the **occurrence** took place.
- ◆ **“Replacement Value”** means the costs actually incurred to rebuild, replace or repair **your house** to the same condition and extent as when new and up to the same area as shown in the **certificate of insurance**, up to the sum insured stated in the **certificate of insurance**.
- ◆ **“Situation”** means the **situation** shown in the **certificate of insurance**.
- ◆ **“You”** or **“your”** means the person(s) named in the **certificate of insurance** as the insured, **your** spouse and **your** children normally residing at the **situation**. **You** and **your** does not include a de facto partner, or family members such as parents and grandparents or brothers or sisters unless they are named in the **certificate of insurance**. Where **you** jointly own the **house** this policy insures **you** jointly.
- ◆ **“We”, “us”** or **“our”** means TOWER Insurance (Fiji) Limited.