

Premier Executive Motor 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** vehicle. **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:

- ◆ any modifications or changes to **your vehicle** that are different from the manufacturer's standard specifications;
- ◆ if anyone becomes a new regular driver of **your vehicle**;
- ◆ if **you** or anyone who may drive **your vehicle** commits, is charged with, or convicted of, any criminal offence or traffic offence, other than parking.

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 VEHICLE IS COVERED FOR

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

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR

NO BLAME BONUS

We will not impose **your excess** or penalise **your** no claim bonus entitlement at renewal of **your** policy if **you** have been involved in an accident during the period of insurance, and:

- ◆ **you** have identified the party at fault (i.e. name, address, phone number, make, model, registered number of that other party's vehicle);
- ◆ it is proven that the other party was at fault.

COMPLETION OF JOURNEY

We will pay up to \$500 towards **your** reasonable costs of accommodation and/or travel to complete **your** journey or return home following an accident to **your vehicle** or where **your vehicle** is stolen for which a claim is accepted. In addition we will pay to return **your vehicle** home after it has been repaired or recovered.

HIRE VEHICLE

If **your vehicle** is stolen or becomes a total loss and **we** have accepted **your** claim, **we** will pay for the reasonable expenses of hiring a similar **vehicle** limited to a maximum of 7 days or \$500 whichever is less. No hire charges will be paid after:

- ◆ the recovery of **your vehicle** in a driveable condition;
- ◆ **we** have paid **your** claim.

This benefit does not apply if **you** have selected the Optional Special Benefit – Rental Vehicle.

ONE EVENT – ONE EXCESS

If **your vehicle** 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** house or contents that are also insured by **us**, **we** will only deduct one excess and that will be highest excess applicable.

NEW VEHICLE

If **your vehicle** becomes a total loss within a year of its original registration from new and **we** have accepted **your** claim **we** will replace **your vehicle** with a new vehicle of the same make and model, subject to current local availability.

NO CLAIMS BONUS PROTECTION

Should **you** have a claim **we** will maintain **your** no claims bonus following that claim, provided **you**:

- ◆ have held comprehensive motor **vehicle** insurance with a full no claims bonus with **us** for a continuous period of two years or more immediately prior to **your** claim, and
- ◆ had no claims during this period where **your** no claims bonus was lost but for this benefit.

REPLACEMENT VEHICLE

If **you** replace **your vehicle**, **we** will hold the replacement vehicle covered for 30 days from the date of replacement.



ROAD CLEARING COSTS

We will pay up to \$1,000 for the reasonable costs of removing debris from any road or parking area for which **you** are legally liable following an accident to **your vehicle** for which a claim is accepted.

SALVAGE COSTS

If **your vehicle** is unable to be driven and **we** have accepted a claim **we** will pay for the reasonable cost of removing it to the nearest repairer or place of safety.

STOLEN KEYS

If **your vehicle** keys are stolen or illegally duplicated **we** will pay up to \$500 free of any **excess** to replace them or the locks and it will not affect **your** no claims bonus.

WINDSCREEN AND WINDOW GLASS

If **your vehicle** suffers accidental damage to the windscreen, window glass or sunroof, **we** will pay for repair or replacement without deducting any **excess** and **you** will not lose **your** no claims bonus.

LEGAL EXPENSES

If **you** are charged with careless driving, dangerous driving, manslaughter or dangerous driving causing death arising out of an accident to **your vehicle** for which a claim is accepted **we** will pay **your** legal costs of defence up to \$1,200.

WHAT OPTIONAL SPECIAL BENEFIT YOU ARE COVERED FOR (If selected)

RENTAL VEHICLE

If **you** have selected this benefit and **your vehicle** is unable to be driven, or repairs have commenced, following an accident or theft for which a claim is payable **we** will pay the costs of hiring and insuring a similar vehicle, up to \$2,000 while **you** are without **your vehicle**. No hire charges will be paid after:

- ◆ repairs have been completed;
- ◆ **we** have paid **your** claim.

MOTOR OWNERS LIABILITY PROTECTION

We will cover **you** for up to \$500,000 for **your** legal liability for claims made on **you** for property damage as a result of accidents involving **your vehicle**, or any **vehicle** **you** are using with the owners permission.

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

We will also cover any other person using **your vehicle** with **your** permission provided that person was not insured under another policy.

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

WHAT SPECIAL BENEFIT YOU ARE COVERED FOR

MARINE “GENERAL AVERAGE”

We will pay for any costs which **you** may become legally liable to pay as a result of deliberate loss or damage incurred in time of danger to prevent the loss of a ship and/or cargo while **your vehicle** is being carried by that ship between ports in Fiji.

WHAT YOU ARE NOT COVERED FOR

The excess.

Any loss, damage or liability while your vehicle is:

- ◆ outside Fiji;
- ◆ on hire;
- ◆ being tested for or in preparation for or engaging in racing, pace making, hill climbing, off roading, reliability trials, rallying or speed tests;
- ◆ being used otherwise than described in the section of this policy – What **Your Vehicle** Will Be Used For, or not being used for the purpose it was designed for or not as a vehicle as defined in the relevant laws and regulations;
- ◆ in an unsafe condition;
- ◆ being driven by or in charge of any person who:
 - does not have a licence which is in full force and effect to drive **your vehicle** at the time and place of the accident;
 - is not complying with the conditions of their licence;
 - has a proportion of alcohol in their blood or breath which exceeds the legal limit prescribed;
 - is under the influence of alcohol or drugs and where alcohol or drugs contribute in any way to the accident. This means that **your** claim may be declined even if the driver of **your vehicle** is under the legal limit prescribed;
 - following an event resulting in a claim under this policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so;
 - is convicted of any alcohol or drug related offence arising from circumstances resulting in any claim under this policy;
 - leaves the scene of the accident when it is an offence to do so.

This exclusion does not apply to claims for loss or damage to **your vehicle** when the person who is in charge of **your vehicle** has stolen it.

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 act or omission. This exclusion does not apply to any person who is in charge of your vehicle after stealing it;
- ◆ any time or date device or any item of which it forms part (including the **vehicle** itself), 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;

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

- ◆ 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;
- ◆ handling, transportation, storage, installation, removal, treatment or use of asbestos, asbestos products or asbestos contained in any products or materials;
- ◆ confiscation or requisition by order of any public authority;
- ◆ loss of use of **your vehicle**, depreciation, wear and tear, action of sunlight, existing defects;
- ◆ aggravated, punitive or exemplary damages.

Any loss or damage to:

- ◆ any accessory or set of accessories that are not standard with the **vehicle** when new if their total value is over \$1,000 unless shown in the **certificate of insurance**;
- ◆ tyres unless malicious or there is other damage to **your vehicle** for which a claim is payable;
- ◆ or failure or breakage of the engine, transmission, mechanical, electrical or computer systems unless it occurs as a result of other damage to **your vehicle** for which a claim is payable.

Liability for:

- ◆ loss or damage to property belonging to or under the care, custody or control of **you** or **your** driver or 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;
- ◆ loss or damage if **you** or **your** driver have agreed to accept responsibility for any loss or damage for which the law would not otherwise hold **you** responsible.

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.

SOME OF YOUR OTHER IMPORTANT OBLIGATIONS ARE

You or the person in charge of your vehicle must:

- ◆ ensure **your vehicle** is securely locked when left unattended;
- ◆ 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, malicious damage;
- ◆ 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;
- ◆ 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;
- ◆ allow **us** to inspect the damaged **vehicle** and deal with salvage in a reasonable manner. No property may be abandoned to **us**;
- ◆ comply with all **our** requests relating to **your** claim including providing all co-operation information and assistance;
- ◆ not start repairs to **your vehicle** without **our** prior approval;
- ◆ not discuss a claim made on **you** by another person with them. Instead, refer them to **us**.

You must 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 SETTLE YOUR CLAIM

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

We may choose to repair the damage or to pay the amount of the loss up to the **market value** of **your vehicle** or the sum insured shown in the **certificate of insurance** whichever is less.

Where **your vehicle** is more than 2 years old, **we** will endeavour to use genuine second-hand parts, when we do not consider this to be practicable, aftermarket parts will be sourced.

In all cases:

- ◆ if **you** pay **your** premium by installments and **your vehicle** is a total loss **you** must pay the rest of the annual premium before **we** settle **your** claim;
- ◆ **we** may make payment to an interested party (Bill of Sale Holder etc) if **you** have one registered on **your vehicle**. Their receipt will discharge **us** completely;
- ◆ **we** will also pay for all costs and expenses incurred by **you** with **our** approval in defending claims under Motor Owners Liability Protection plus any costs and expenses awarded against **you**;
- ◆ in all cases **we** will not pay more than the **market value** or the sums insured shown in the **certificate of insurance**.

WHAT YOUR VEHICLE WILL BE USED FOR

We insure **your vehicle** only whilst it is being used:

- ◆ for social, domestic or pleasure purposes;
- ◆ for professional or business purposes;
- ◆ by religious, social welfare or youth organisation workers in the course of that work.

But excluding:

- ◆ use in connection with motor trades, any form of selling and/or collection, insurance assessing, motor driving instructions for reward, carriage of goods or samples in connection with any trade or business or hire and carriage of fare paying passengers. However this exclusion does not apply to any **vehicle** which is shown in the **certificate of insurance** as being covered for business use and for which **we** have received the appropriate business use premium.

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 vehicle** is a total loss and no refund of premium is given however **you** may apply to **us** to insure **your** new vehicle.

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**.

MODIFICATIONS TO YOUR VEHICLE

Unless shown in the **certificate of insurance** it is agreed that **your vehicle** complies with the makers' standard specifications for the model and year of manufacture and has not been modified in any way. A conversion to run on CNG, LPG or Bio Gas will not be a breach of this policy as long as the conversion has been installed to New Zealand or Australian Standards and has a current Certificate of Fitness.

REPLACEMENT PARTS

We will pay for any part or accessory not currently available in Fiji up to the last known list price in Fiji when the part was available or for the part's closest Fiji equivalent whichever is the lesser.

Your vehicle is not covered for

- ◆ freight and other costs to import parts and accessories from outside Fiji;
- ◆ any costs due to the inability to match existing paint;
- ◆ costs to replace any part or accessory that has not suffered accidental damage.

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 vehicle** we will pay the premium to reinstate **your** insurance after **we** meet any claim.

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

- ◆ **“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.

- ◆ **“Market value”** means the value of **your vehicle** immediately prior to any claim assessed by a motor valuer approved by **us**.
- ◆ **“Vehicle”** means the **vehicle** shown in the **certificate of insurance** including spare parts and attached equipment and accessories.
- ◆ **“You”** or **“your”** means the person(s) or entity named in the **certificate of insurance** as the insured. Where **you** jointly own the **vehicle** this policy insures **you** jointly.
- ◆ **“We”, “us”** or **“our”** means TOWER Insurance (Fiji) Limited.