

Comprehensive



Premier Motor Policy



Welcome

We welcome **you** as a valued customer 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 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*.

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.

What you must tell us

We would like to point out some of the important obligations you have

It is essential all statements made in relation to this policy or any claim made under it is 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** immediately.

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 accidental physical loss or sudden and accidental physical damage occurring during the period of insurance.

What special benefits you are covered for

Salvage costs

If **your vehicle** is unable to be driven and **we** have accepted a claim **we** will pay up to Vt80,000 for the reasonable cost of removing it to the nearest repairer or place of safety.

New vehicle

If **your vehicle** becomes a total loss within 6 months 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.

Replacement vehicle

If **you** replace **your vehicle**, **we** will hold the replacement vehicle covered for 30 days from the date of replacement. The type of cover and conditions of insurance shall be the same as that which applied to the vehicle replaced.

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.

Windscreen and window glass

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

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 hire or Vt40,000 whichever is less. No hire charges will be paid after:

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

Fatal injury

If **you** die as a result of injury from an accident involving **your vehicle** for which a claim is accepted **we** will pay **your** estate Vt400,000. Such death must be within 3 calendar months of the accident. **We** will not pay more than Vt800,000 during any one period of insurance.

Trailers

We will pay up to Vt25,000 for loss or damage to **your** trailer while it is being towed by **your vehicle**.

Liability protection

Third Party Property damage

We will pay up to Vt200,000,000 for **your** legal liability, including all legal costs and expenses incurred with **our** consent (excluding punitive and exemplary damages) for claims made against **you** for property damage as a result of accidents in Vanuatu involving **your vehicle** including any trailer or caravan attached to **your vehicle**, or any vehicle **you** are using with the owner's 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 and was licensed to drive the vehicle in Vanuatu with a Vanuatu Driver's License or an overseas license acceptable by law in Vanuatu.

If **you** have liability cover with **us** under any other policy then **our** maximum combined liability under all policies is Vt200,000,000.

What you are not covered for

The **excess**.

Any loss, damage or liability while your vehicle is:

- outside Vanuatu;
- being shipped on any vessel, aircraft or road conveyance including while it is being loaded or unloaded;
- 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;
- not being driven on a prescribed road;
- in an unsafe or un-roadworthy condition;
- being driven by or in charge of any person who:
 - does not have a Vanuatu licence or an overseas license which is valid under Vanuatu law 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 has contributed towards the accident;
 - is under the influence of alcohol, drugs or kava and where alcohol, drugs or kava contribute in any way to the accident. This means that **your** claim may be declined even if the driver of **your vehicle** is under any influence of alcohol, drugs or kava;
 - 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;
 - is using **your vehicle** to carry more people than there are usable seatbelts, or in the tray or cab of **your vehicle**.

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;
- 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, 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 defacto 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, damage caused by driving **your vehicle** over severe road conditions, 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 Vt75,000 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:

- **bodily injury** to **you** or any person who is in charge or control of **your vehicle**;
- 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 with any party 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 or injury;
- 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 will 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 reasonable costs and expenses incurred by **you** with **our** prior approval in defending legal liability made against **you** in connection with **your vehicle**, plus any costs and expenses awarded against **you**;
- in all cases **we** will not pay more than the lesser of 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 instruction 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** last known email address or postal address on **our** policy records. This email or 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** last known email address or postal address on **our** policy records and the change will take effect 14 days after the date of that email or letter from **us**.

Modifications to your vehicle

Unless shown in the **certificate of insurance** it is agreed that **your vehicle** complies with the maker's 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 Vanuatu up to the last known list price in Vanuatu when the part was available by sea freight or for the parts closest Vanuatu equivalent whichever is the lesser.

Your vehicle is not covered for:

- air freight and other associated costs to import by airfreight parts and accessories from outside Vanuatu;
- 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 Vanuatu excluding French Law apply to this policy. The Vanuatu Courts have exclusive jurisdiction in relation to legal proceedings about this policy.

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

Currency and taxes

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

Market value

means the value of **your vehicle** immediately prior to any claim assessed by a motor vehicle 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.

VAT

means value added tax at the applicable rate as imposed under the Value Added Tax Act CAP [247].

We, us or our

means TOWER Insurance (Vanuatu) Limited.