

Complusory third party cover



Car insurance



Welcome to Tower.

Thanks for putting your trust in us. This is your **Compulsory third party cover policy, underwritten by Tower Insurance (Vanuatu) limited.**

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.

1. Start here

These are the basics of your policy.

2. These are your benefits

What you're covered for on page 4.

3. Responsibilities and exclusions

What you must do, and what isn't covered on page 7.

4. Making a claim

Information about making your claim with us on page 22.

5. Other stuff

This is important too, like what to do if you have a concern on page 31.

6. Glossary

Some words have special meanings on page 34.

As part of our commitment to you, this document meets the WriteMark Plain Language Standard. The WriteMark is a quality mark awarded to documents that achieve a high standard of plain language.



WriteMark
Plain Language Standard

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How your policy works

Your Tower Motor - Compulsory third party cover consists of two documents: this policy wording and your certificate of insurance.

Make sure you read your policy wording and your certificate of insurance so you understand what you're covered for and what your responsibilities are.

This policy wording describes the cover, exclusions and responsibilities.

Your certificate of insurance tells the details of you and your vehicle, the limits of your cover.

Please check we've got things correct. If there is an error of any sort, if you're in doubt, please contact us on **+678 22101**.

Words with special meaning

In this policy some words have a special meaning, for example, "bodily injury". You can find out what all of those words are and what they mean in the ***Glossary*** on page 15.

The claims process

Here's hoping you never have to claim. But if life doesn't go to plan, we'll be ready. Here's what to do and when.

What you do

1.

- Make sure you're safe
- Make sure your property is safe
- Call the police if required
- Take photos of the damage if you can
- Call us if you need immediate assistance

2.

- Check your policy wordings
- Collect up any documents required
- Call us on **+678 22101** or go online to towerinsurance.com.vu

What we'll do

3.

- Explain how the claims process works
- Lodge the claim with you
- We may ask for more information
- Tell you what's going to happen next
- Arrange an assessor if required
- Decide whether the claim fits the terms of your policy
- Clearly explain why if the claim doesn't fit the policy

4.

- Process your claim as fast as we can
- Keep you informed of what's happening
- Settle your claim as soon as we can

What your cover includes

This is an important part of your policy wording. Please read and understand it. If any of this document doesn't make sense, please call us on **+678 22101** and we'll explain it to you.

Liability for bodily injury

We'll cover you for your legal liability under Part 5 of Road Traffic (Control) Act Cap. 29 or any amendment or replacement Act. You're covered for death or bodily injury, sickness or disease sustained by any person other than you or the passenger in your vehicle, caused by any accident in Vanuatu with the insured vehicle.

What you're not covered for

These are your policy exclusions

Your policy does not cover liability for:

1. Liability assumed by you under any other contract of agreement.
2. Bodily injury to you or any person who uses your vehicle or any passenger in your vehicle.
3. Loss of or damage to any property.
4. Loss or damage if you or your driver have agreed with any party to accept responsibility for any loss or damage when the law would not have held you or your driver responsible.
5. Liability under any workmen's compensation law.
6. Liability outside the provisions of Part 5 of Road Traffic (Control) Act Cap. 29 or any amendment or replacement Act.

Your policy does not cover you if your vehicle is being driven by or is in the charge of anyone who:

1. Has a blood or breath alcohol level which exceeds the legal limit.
2. 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 under the influence of intoxicating substances or drugs (either prescribed or not) that has caused or contributed towards the covered liability under this policy.
4. Did not stop at or leaves the scene of an accident when it is an offence to do so.
5. Fails or refuses to permit a specimen of blood or breath test to be taken when lawfully required to do so.
6. Does not have a legal licence to drive in Vanuatu, or is not complying with the conditions of their licence.
7. Is incapable of driving your vehicle with safety because of age, physical or mental condition.

Your policy does not cover any loss, damage or liability arising from:

1. Driving unsafely, including
 - a. the vehicle being used or driven in an unsafe or dangerous way, for example by overloading either the vehicle or the trailer, or texting while driving
 - b. the vehicle being driven in an un-roadworthy condition.
2. Nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.
3. A purpose other than for the purpose the vehicle was designed for.
4. Use of the vehicle under a class of use other than the class(es) of use for which the vehicle was licensed.

Your policy excludes cover for communicable diseases

Your policy does not cover any loss, damage, liability, claim, cost, or expense arising out of or in connection with a communicable disease.

This exclusion also applies:

1. if there is some other contributing cause or event at the same or some other time
2. to the fear or threat (whether actual or perceived) of a communicable disease.

Your policy excludes cover for cyber loss

Your policy does not cover any loss, damage, liability, cost, or expense arising out of or in connection with the following events:

1. any cyber-attack or cyber incident
2. any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount connected to the value of any data.

This is regardless of any other contributing cause or event that happens at the same or some other time.

If your computer system suffers loss or damage insured by this policy, this exclusion will not apply to both:

1. the cost to repair or replace the computer system itself
2. the costs of copying the data from back-up or from originals of a previous generation.

We do not cover costs of research or engineering, or any costs of recreating, gathering, or assembling data. If your computer system is not repaired, replaced, or restored, we will pay the cost of the blank computer system only.

This exclusion does not apply to loss or damage to your property insured under this policy caused by fire or explosion directly resulting from a cyber incident, unless that cyber incident arises out of or in connection with a cyber-attack, including controlling, preventing, suppressing or remediating any cyber-attack.

Your policy excludes war and terrorism

Your policy does not cover any loss, damage or liability arising directly or indirectly from, occasioned by, through, in consequence directly or indirectly of, or claim for:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war
2. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law
3. 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
4. any act of any person or persons acting on behalf of, or in connection with, any organisation the objective of which includes the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

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



You have certain responsibilities

Here is a list of what you and any person in charge of your vehicle with your permission must do.

1. You must be honest and fair with us. All your statements made about this policy and any claim must be honest, correct and complete.
2. You must tell us immediately if the class of your vehicle changes.

If you do not comply with your responsibilities under this section, ***You have certain responsibilities*** on page 10, we can decline any claim (and recover any claims payment already made).

If we ask, you'll have to refund any claims payments we've previously paid on your behalf. If we do this, we'll email or post notice of this decision to your last known address on our records.



How to make a claim

It is important that you tell us as soon as you become aware of any circumstances that may result in a claim.

Call us on **+678 22101** or go to towerinsurance.com.vu/claims/ to make a claim online.

You have certain responsibilities 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's a list of what you and any person in charge of your car with your permission must do at claim time.

Before you lodge your claim

You must:

1. Inform the Police of the accident and provide details of the Police complaint and any Police report to us.
2. Tell us as soon as possible:
 - a. if it is likely that you'll 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. If we ask you to complete a claim form, return that claim form to us within 10 days.

Once you've lodged your claim

You must:

5. Comply with all our requests about your claim by providing full cooperation, information and assistance.
6. Not discuss a claim made on you by another person with them. Instead, refer them to us.
7. Let us instruct a solicitor of our choice to conduct your defence. You must follow the recommendations of that attorney about the conduct or continuation of your defence to the extent permitted by law and ethical rules.
8. Let us talk with that solicitor when necessary about the details of the case and the conduct or continuation of your defence to the extent permitted by law and ethical rules.

After we've accepted your claim

You must:

9. Tell us if any person pays compensation to you for any loss or cost that was part of the claim. Reimburse us for that payment as soon as you receive it.

If you do not comply with your responsibilities under this section, ***You have certain responsibilities at claim time*** on page 11, we can decline any claim (and recover any claims payment already made).

If we ask, you'll have to refund any claims payments we've previously paid on your behalf. If we do this, we'll email or post notice of this decision to your last known address on our records.

How we'll look after your claim

When you contact us to make a claim we'll:

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 the information you need on how we'll settle your claim
7. if we decline your claim, we'll clearly explain why.



Other important information

You can cancel this policy

You may cancel this policy by notifying us either online or by email or phone. We'll refund the unused portion of your premium once we have accepted your cancellation request.

Making changes to this policy

You can have this policy altered as long as we agree to that alteration and have confirmed this to you.

This policy is under Vanuatu law

Vanuatu has jurisdiction

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

Any compensation awarded or costs or expenses of litigation outside Vanuatu are not covered.

Vanuatu currency and taxes apply

All claims will be paid in Vanuatu currency.

How we'll communicate with you

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

If email is your preferred method of communication, the address you provided to us must be valid and must be checked on a regular basis.

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

Talk to us if you have a concern

We always strive to give the best possible service. So, if you're 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 an issue might occur that can't be easily resolved. If that's the case, we'll talk you through our internal disputes resolution procedure. And if we still can't agree, we'll let you know how you can access our external disputes resolution provider.

If you would like more information, check out towerinsurance.com.vu/contact-us/complaints-procedure/

A-Z Glossary

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

Certificate of insurance

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

Communicable disease

Any disease which can be transmitted by any substance or agent from any organism to another by any method of transmission where the disease, substance or agent can:

1. cause or threaten damage to human health or human welfare
2. cause or threaten damage; deterioration; loss of value or marketability; or loss of use of property.

Computer system

Any of the following things:

1. any computer, hardware, software, communications system
2. any electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device)
3. any server, cloud, or microcontroller, including any similar system or configuration of them and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber-attack

One or more unauthorised, malicious, or criminal acts regardless of time and place - involving access to, processing of, use of or operation of a computer system. A cyber-attack can be the threat or hoax of these acts.

Cyber incident

Any of the following things:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system
2. any partial or total unavailability or failure to access, process, use or operate any computer system; it can be a single incident or a series of related incidents.

Data

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system.

Loss

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

Period of insurance

The period shown on your certificate of insurance. If you select a start date in the future, cover will begin at 12:00am on that day. Otherwise cover begins at the time you purchased this insurance. Covers ends at 11:59pm on the last day shown on your certificate of insurance or at the effective time of cancellation.

You or your

The person(s) or entity named on your certificate of insurance as the insured. Where you jointly own the vehicle, this policy insures you jointly.

Vehicle

The motor vehicle listed on your certificate of insurance.

We, us or our

Tower insurance (Vanuatu) Limited.

Call us on
+678 22101
or visit
towerinsurance
.com.vu