

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** caused by:

- fire, lightning, explosion, thunderbolt;
- burglary, theft, malicious acts;
- storm, cyclone, rain, flood;
- impact by vehicles, animals, aircraft or man made devices, aerials, masts or satellite receiving dishes, falling trees or branches not caused by **you** or someone under **your** instructions;
- water or oil discharged, overflowing or leaking from any installed water cooling or heating system;
- strike, riot, civil commotion;
- or to fixed glass, mirrors, light fittings, hand basins, sinks, toilet pans, cisterns;
- accidental damage for which **you** are responsible to underground services between the **house** and the public mains;

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

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 protection with **us** under any other policy then **our** maximum combined liability under all policies is \$500.

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.

EARTHQUAKE

We will pay for physical loss or damage caused by earthquake, volcanic eruption, geothermal or hydrothermal activity or tsunami.

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**. However, if **you** have insured **your house** for **replacement value** and the loss or damage is caused by fire or impact, **we** will pay the **replacement value**.

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

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 \$20,000 or twelve 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 \$1,500 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 \$100,000 for **your** legal liability as owner of **your house** for claims made on **you** as a result of accidents at the **house** which cause 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 \$100,000.

WHAT YOU ARE NOT COVERED FOR

The **excess**;

or

- ◆ 1% of the sum insured or \$100 whichever is the greater for loss or damage caused by earthquake, volcanic eruption, geothermal or hydrothermal activity, tsunami;
- ◆ 5% of the amount of the final adjusted loss with a minimum of \$250 and a maximum of \$1,000 for any loss or damage caused by gale, windstorm, hurricane, cyclone.

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

- ◆ aggravated, punitive, exemplary damages;
- ◆ any action of the sea other than the cover provided in the Special Benefit Earthquake;
- ◆ any activity for financial return (other than domestic rent) whether for profit or not;
- ◆ 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;
- ◆ any unreasonable, criminal, reckless or wilful omission or any disregard for, or **your** failure to comply with any provision in or notice or order under any form of legislation;
- ◆ 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;
- ◆ earthquake, volcanic eruption, geothermal or hydrothermal activity, tsunami, tidal wave or sea surge other than the cover provided in the Special Benefit Earthquake;
- ◆ fences, gates or awnings due to storm, cyclone, rain or flood;
- ◆ fines and/or other penalties or reparation orders;
- ◆ handling, transportation, storage, installation, removal, treatment or use of asbestos, asbestos products or asbestos contained in any products or materials;
- ◆ insects, rodents, vermin, marine growth or marine borers. However resulting loss or damage other than that caused directly by them is covered;
- ◆ liability which arises only because **you** have agreed to take liability upon yourself;
- ◆ lifting or shifting **your house** or structural alterations or repairs including the removal or alteration of the roof;
- ◆ mechanical electrical or electronic breakdown unless burning out occurs. However the resulting loss or damage other than the mechanical or electrical breakdown is covered;
- ◆ mildew, mould, rot, corrosion, rust, gradual deterioration, contamination;
- ◆ neglect of maintenance, inherent fault or defective workmanship, materials or design;
- ◆ 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;
- ◆ settling or cracking or movement of land;

- ◆ subsidence, landslip or erosion;
- ◆ the engagement by **you** of any contractor to dispose of or handle materials in other than a lawful manner;
- ◆ theft, malicious acts or deliberate damage by persons living with **you** or lawfully at the **situation**;
- ◆ 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;
- ◆ wear, tear, depreciation or action of sunlight.

Liability for:

- ◆ loss of 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:

- ◆ allow **us** to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent;
- ◆ allow **us** to inspect the loss or damage and deal with any salvage in a reasonable manner. No property may be abandoned to **us**;
- ◆ 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;
- ◆ comply with all **our** requests relating to **your** claim including providing all co-operation, information and assistance;
- ◆ establish that **you** have complied with all **your** obligations under this policy and that none of the exclusions apply;
- ◆ inform the Police if it appears that there has been arson, theft, burglary or malicious damage;
- ◆ not discuss a claim made on **you** by another person with them. Instead, refer them to **us**;
- ◆ not make a claim that is false or fraudulent in any way;
- ◆ not start rebuilding or repairs to **your house** without **our** prior approval;
- ◆ 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;
- ◆ take all steps which **we** consider reasonable to prevent further loss or damage and see that any rebuilding or repairing is carried out promptly.

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 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 building materials and construction methods commonly used at the time of loss or damage;
- ◆ if as a 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, to comply with such changes in government or local authority bylaws;
- ◆ **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 sums 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 30 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 contents** then **you** will be considered to be **your** own insurer for the difference between the value of **your contents** and the sum insured. **We** shall only pay a proportion of the loss based on the value of the property **we** insure.

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.

JURISDICTION

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

Any judgement for costs or damages awarded by any Court in any other country or any judgement or order obtained in the Solomon Islands for the enforcement of a judgement obtained in another country is not covered.

CURRENCY AND TAXES

All sums insured and policy limits are expressed in the currency of the Solomon Islands. All claims will be paid in Solomon Islands 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 or 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**.
- ◆ **“Replacement value”** means the costs actually incurred to rebuild, replace or repair **your house** to the same condition and extent as when new, up to the sum insured stated in the **certificate of insurance**.
- ◆ **“Situation”** means the situation shown in the **certificate of insurance**.
- ◆ **“We”, “us” or “our”** means TOWER Insurance Limited.
- ◆ **“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.