

**House Insurance**

**Standard cover**

**American Samoa**

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## Welcome to Tower.

Thanks for putting your trust in us to help look after your valuable assets.

This is your **Standard cover** policy wording, underwritten by National Pacific Insurance (American Samoa) Limited trading as Tower Insurance.

## 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.

We've also included a handy table that shows you how our different policies compare.

It's just one thing we do to give you a little more confidence in your insurance cover.

1. **Start here.**

These are the basics of your policy.

2. **These are your benefits.**

What you're covered for – page 10.

3. **Responsibilities and exclusions.**

What you must do, and what isn't covered – page 15.

4. **Making a claim.**

Information about making your claim with us – page 21.

5. **Other stuff.**

This is important too, like what to do if you have a concern – page 26.

6. **Glossary.**

Some words have special meanings – page 28.

## Compare your benefits

Choosing what's right for you can be difficult, but we've made it easy with this comparison table.

You've chosen **Standard cover**. If you'd like to change your level of cover, please call us on +684 633 4266.

This is summary only. You can find full details of your cover beginning from page 8 of this document.

	<b>Plus cover</b>	<b>Standard cover</b>
Basis of settlement	✓ Replacement to sum insured	✓ Replacement to sum insured
One event – one excess	✓	✓
Liability protection	✓ \$1,000,000	✓ \$1,000,000
No claims bonus	✓	✓
Fatal injury to you	✓ \$5,000	✓ \$5,000
Gradual damage to your house	✓ \$1,000	X
Landscaping	✓ \$1,500	X
Temporary accommodation	✓ \$10,000	✓ \$5,000
Keys and locks lost or stolen	✓ \$500	✓ \$250
House under minor alteration	✓ \$20,000	✓ \$10,000
Riot, strike, civil commotion	✓	✓
Stress benefit lump sum payment	✓ \$1,000	✓ \$500
<b>Optional benefits</b>		
Earthquake	✓	✓
Gale, windstorm, hurricane, cyclone	✓	✓
Loss of rent for damage to your house	✓	✓
Landlord's whiteware and window coverings	✓ \$7,500	✓ \$5,000
Garden retaining walls	✓ Sum insured	✓ Sum insured
Special features	✓ Sum insured	✓ Sum insured

## How your policy works

Your Tower House Insurance - Standard 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 benefits, exclusions, responsibilities and limits of your cover.**

**Your certificate of insurance tells you what assets are covered, what type of use your house is insured for, what level of cover applies and whether any special terms and conditions apply.**

We agree to cover you according to the terms outlined in these two documents, as long as you've paid the premium due.

Please check we've got things correct. If you find an error of any sort, if your needs are not met or if you're in doubt, please contact us on +684 633 4266 or at [info@tower.as](mailto:info@tower.as).

## Words with special meaning

In this policy some words have a special meaning, for example, 'loss'. You can find out what all of those words are and what they mean in the **Glossary** on page 28.

## 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		What we'll do	
One	Two	Three	Four
Make sure you're safe	Check your policy wordings	Explain how the claims process works	Process your claim as fast as we can
Make sure your property is safe	Collect up any documents required	Lodge the claim with you	Keep you informed of what's happening
Call the Police if required	Start an inventory of losses	We may ask for more information	Settle your claim as soon as we can
Take photos of the damage if you can	Call us on +684 633 4266 or go online to <a href="http://tower.as">tower.as</a>	Tell you what's going to happen next	
Call us if you need immediate assistance		Arrange an assessor if required	
		Decide whether the claim fits the terms of the policy	
		Clearly explain why if the claim doesn't fit the policy	

## What your house is insured for

### Your house is covered for certain types of loss.

Loss means sudden and accidental physical loss or sudden and accidental physical damage occurring during the period of insurance in American Samoa caused by:

1. fire, lightning, explosion, thunderbolt
2. vehicles, animals
3. aircraft, aerial devices
4. water discharged, overflowing or leaking from any water or cooling system
5. burglary, theft, malicious acts
6. breakage of fixed glass, mirrors, light fittings, hand basins, sinks, toilet pans, cisterns
7. falling trees or branches not caused by you or someone under your instruction.

We've included limits and exclusions to your house cover throughout this policy wording and on your certificate of insurance.

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 +684 633 4266 or email at [info@tower.as](mailto:info@tower.as) and we'll explain it to you.

## What your house policy does and does not cover

### What we cover:

We cover your house meaning the domestic buildings you own at the situation shown on your certificate of insurance including its:

1. fixtures and fittings permanently attached, plumbed or wired within the domestic buildings
2. fitted floor coverings (including glued, smooth edge or tacked carpet)
3. gates, sealed paths, free standing walls and fences
4. decks, verandas and patios that are permanently constructed
5. sealed driveways required for access to your dwelling or outbuilding
6. fixed water tanks, heating tanks, septic tanks (and their systems) that are permanently plumbed
7. underground and overhead services extending to the public mains that you're legally responsible for
8. other domestic outbuildings such as garages, carports, garden sheds and sleep outs
9. retaining walls essential for the building or positioning of your domestic buildings

Your house also includes the features below if they are permanently installed and they are specified on your certificate of insurance:

1. garden retaining walls
2. special features.



## What we do not cover:

We do not cover loss or liability for any of the following items.

1. floor coverings not permanently fixed or glued in place
2. drapes and blinds, unless you have selected **Landlord's whiteware and window coverings** optional benefit on page 14
3. temporary structures
4. unsealed driveways and paths
5. stock fences, yards and pens
6. swimming and spa pool (and their systems) that are designed to be disassembled or picked up and moved
7. garden retaining walls unless they are specified on your certificate of insurance
8. any special features unless they are specified on your certificate of insurance
9. cable car and its associated equipment
10. private utility plant including any diesel generator, watermill, wind powered generator or windmill and associated equipment
11. boat ramp, jetty, landing, pier, pontoon, wharf, and other water-based structures
12. bridge, culvert, dam, permanent ford
13. well or bore hole including its pump, lining, or casing
14. trees, shrubs, plants
15. land, earth or fill.

## We apply an additional excess when your house is left unoccupied

We'll apply an additional excess of \$1,000 if you've a claim for loss to your house while your house is unoccupied for more than 60 consecutive days. We won't apply this additional excess if you've told us your house is a holiday home and this is shown on your certificate of insurance.

## What your house can be used for

Your house is insured for the type of use recorded on your certificate of insurance. If the way you use your house changes, for example, you run a business from it, please contact us to let us know immediately. We have business policies specifically designed for these types of use.

## We do not cover you if you have other insurance

This policy does not cover any loss, damage or liability if you're covered for that same loss, damage or liability to any extent under a policy with another insurer. We'll not contribute towards a claim under any other policy with another insurer.

## Your policy includes automatic benefits

Your policy also covers you for the benefits listed below.

The most we'll pay is the maximum amount detailed in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the house sum insured and is not in addition to it.

### Fatal injury to you

We'll pay your estate in the event of your death from an injury caused by:

1. a fire at your house covered by this policy, or
2. anyone who unlawfully enters your house, during the period of insurance.

Death must be within three calendar months of the injury.

Any claim under this benefit will be excess free.

We pay this benefit paid in addition to your house sum insured.

### Limit

We'll pay up to a maximum of \$5,000 during the period of insurance.

### House under minor alteration

We'll cover:

1. your house while it is under minor alteration
2. building materials you own that were specifically purchased for the minor alteration and stored at your house.

Minor alteration is any non-structural renovation or building work to your existing house that does not require a building consent from your local authority.

We pay this benefit in addition to your house sum insured.

### Limits

We'll pay up to \$10,000 for each event.

We'll only cover plumbing or electrical installations if they are carried out by or approved by a qualified tradesperson.

We do not cover any loss for building, alteration or renovation work that requires or involves any of the following:

1. a building permit
2. lifting or shifting of the house
3. load bearing walls
4. excavation greater than one metre deep
5. piles or foundations

6. structural alterations or repairs including the removal or alteration of the roof or cladding.

## Keys and locks lost or stolen

We'll pay to replace your house keys or locks, or change house key codes, if during the period of insurance:

1. they're lost
2. they're stolen
3. you've reasonable grounds to believe they have been illegally duplicated without your permission
4. you've reasonable grounds to believe they have become known to someone else without your permission.

We'll also pay to open any safe in your house following theft or loss of the keys or combination.

We pay this benefit in addition to your house sum insured.

## Limits

This benefit does not apply if you've told us your house is a holiday home.

We'll pay your reasonable costs up to \$250.

Your first claim during the period of insurance will be excess-free and your no claims bonus will be unaffected.

Any additional claims within the same period of insurance will mean you pay your excess and your no claims bonus may be affected.

## Liability protection

We'll cover you as the owner of your house for your legal liability to others arising from an accident at your house that causes physical property damage during the period of insurance.

We'll pay the reasonable costs and expenses incurred with our approval in defending the alleged legal liability. We'll do this if your liability, if proven, would be covered under this benefit.

We pay this benefit in addition to your house sum insured.

## Limits

We'll pay up to \$1,000,000 in total during the period of insurance.

If you have liability cover with us under any other policy, then we'll only pay under one policy for each event.

## No claims bonus

If you're eligible for a no claims bonus, we'll adjust your premium to reflect this.

Your premium may still increase at renewal for other reasons even though you receive a no claims bonus.

## **One event – one excess**

If your house suffers loss and we've accepted your claim, and we accept a claim from the same event for loss to your contents or your domestic vehicle or boat that we also insure, you'll only pay one excess. The excess that you pay will be the higher of those excesses.

## **Riot, strike, civil commotion**

We'll pay for loss to your house caused by riot, strike or civil commotion.

## **Stress benefit lump sum payment**

We'll pay you a lump sum for the stress caused to you if your entire house is destroyed.

We pay this benefit in addition to your house sum insured.

## **Limit**

We'll pay you \$500 for each event as soon as we've accepted your house claim.

## **Temporary accommodation**

We'll pay your temporary accommodation expenses if your house becomes uninhabitable due to loss that is covered under this policy.

We'll also cover your costs of temporary accommodation where your house is habitable but you're prevented from accessing it by order or direction of government or local authorities.

The benefit includes kennel or cattery fees for your domestic pets.

We pay this benefit in addition to your house sum insured.

## **Limits**

This benefit does not apply if:

1. you've told us your house is a holiday home or a rental property
2. your house was unoccupied for more than 60 consecutive days when the loss occurred.

We'll pay your reasonable costs up to a maximum of \$5,000 for each event.

We'll only pay temporary accommodation until the first of:

1. repairs to your house have been completed
2. we've paid your house claim
3. you've regained access to your house.

If we're already providing temporary accommodation and there are further events that you could claim for, we'll only pay for one event.

If you have this benefit with us under any other policy, we'll only pay under one policy.

## Optional benefits

Cover is provided under these optional benefits when they are shown as applying on your certificate of insurance.

The most we'll pay is the maximum amount detailed in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the house sum insured and is not in addition to it.

### Earthquake

We'll pay for loss to your house caused by earthquake, volcanic eruption, geothermal or hydrothermal activity or tsunami.

### Gale, windstorm, hurricane, cyclone

We'll pay for loss to your house caused by gale, windstorm, hurricane or cyclone.

#### Limits

We won't cover you for loss caused:

- by water or rain, unless it has entered 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 or power systems, water tanks, gates, fences, walls, underground services, awnings, blinds, signs, power or telephone poles and equipment, aerials, masts, satellite receiving dish, decorative tapa cloth 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 it is entirely enclosed with all outside doors, windows and roofs permanently in place
- to outdoor furniture, roofing shingles, wharves and pontoons
- to exterior metallic fittings or claddings, including rust, oxidation or gradual deterioration to roofing iron, guttering, joinery, water tanks and other objects.

We won't cover you for loss caused by gale, windstorm, hurricane or cyclone:

- unless all ground and first-floor level external windows, fixed glass panels, skylights and glass doors are protected by cyclone shutters. The shutters must be constructed and installed to meet minimum standards set by us. And the shutters must be put in place immediately following an official cyclone warning and remain in place until the official warning ends
- unless your house has a valid cyclone certificate, or we have waived the need for a cyclone certificate
- that occurs within the first 7 days of taking out this optional benefit.

The excess you will need to pay for any claim under this optional benefit is the highest amount out of:

1. \$1,000
2. 10% of the final adjusted loss
3. 5% of the sum insured.

### **Landlord's whiteware and window coverings**

We'll pay for loss to your landlord's whiteware and window coverings.

Landlord's whiteware and window coverings are limited to:

1. curtains, drapes, blinds or similar window coverings
2. whiteware or household appliances such as dishwashers, refrigerators and washing machines.

We pay this benefit in addition to your house sum insured.

#### **Limit**

We'll pay the second-hand value of your landlord's whiteware and window coverings up to \$5,000 for each event.

### **Loss of rent for damage to your house**

We'll pay loss of rent if your house becomes uninhabitable due to a claim accepted under this policy.

#### **Limits**

We'll pay the lesser of:

1. 6 months' rent
2. your chosen sum insured listed on the certificate of insurance.

Your house must be rented and occupied by a tenant at the time of loss. No loss of rent will be paid after repairs have been completed or we have paid your claim.

## What you're not covered for

### These are your policy exclusions

#### Your policy does not cover liability for:

1. Asbestos  
where such liability directly or indirectly arises out of, results from or is a consequence of, or in any way involves asbestos, or any materials containing asbestos in whatever form or quantity.
2. Bodily injury  
bodily injury to you.
3. Consequential losses  
consequential losses of any kind including loss of use, enjoyment, value, or income.
4. Land you own  
your ownership of any land.
5. Liability that you've agreed  
liability that arises only because you've agreed to take liability upon yourself.
6. Vehicles, watercraft and aircraft you own  
the ownership, use or possession of any mechanically propelled vehicle (other than domestic garden implements or mobility scooters), trailer, caravan, watercraft, aircraft or other airborne devices.
7. Your or a trust's property  
damage to any property you own, or a trust of which you're a beneficiary or trustee owns.

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

1. Animals  
any domestic pet pecking, biting, clawing, scratching, tearing or chewing your house, or damage caused by their urine or excrement. This exclusion does not apply to damage caused by another animal (except insects, vermin or rodents) that becomes accidentally trapped inside your home.
2. Business activities  
any activity for financial return (other than rental income where your house is occasionally rented out) whether for profit or not.
3. Confiscation by an authority  
confiscation, nationalisation or requisition by an order of government, local authority, the courts or any public authority unless it is to prevent loss covered by this policy.
4. Controlled drugs pollution or contamination  
the pollution or contamination of your house by the manufacture, storage, use, consumption or distribution at your house of controlled substance, as defined in the American Samoa Code Annotated (A.S.C.A.) § 13.1004 through 13.1014 or any amendment or replacement Act.
5. Criminal and reckless acts  
any criminal or reckless act or omission by you.

6. Deliberate damage by anyone  
deliberate damage caused directly or indirectly by you or anyone who normally lives at, or is lawfully at your house.
7. Fines and damages imposed by the courts  
aggravated, punitive or exemplary damages, fines and/or other penalties or reparation orders other than the cover provided in the automatic benefit **Liability protection** on page 11.
8. Flood  
flood, tidal wave, overflow of the sea.
9. Hydrostatic pressure to assets in the ground  
hydrostatic pressure to assets like swimming pools, spa pools, water or waste tanks.
10. Natural disaster damage  
loss caused by natural disaster, gale, windstorm, hurricane or cyclone other than the cover provided in the optional benefits **Earthquake** and **Gale, windstorm, hurricane, cyclone** on page 13.
11. Nuclear and radiation risks  
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.
12. Soil changes  
settling, cracking, soil expansion, soil shrinkage, soil movement or compaction.
13. Subsidence, erosion and landslip  
subsidence, erosion or underground water pressure or landslip.
14. Theft  
theft by you or anyone who normally lives at or is lawfully at your house.
15. Unrepaired damage  
any loss to your house that has not been repaired at the time this policy starts.
16. Vibration to buildings and land  
vibration, removal or weakening of support from either the land or buildings.

#### **Your policy does not cover any claims for**

1. Cleaning and repairing your house  
any process of cleaning, repairing, restoring or renovating where inappropriate or unsuitable methods or materials are used. This exclusion only applies to the property that has undergone that process.
2. Faults and defects
  - a. the cost of remedying or repairing any structural defect, inherent fault, defective, substandard or faulty workmanship
  - b. water or dampness entering your house because of any structural defect, defective design, defective materials or defective workmanship of your house.
3. Gradual damage  
gradual deterioration including damage arising from or involving action of micro-organisms, atmospheric or climatic conditions, corrosion, fungi, rust, rot, mildew, mould, smoke or particles.



4. Insects and pests  
damage caused by insects, pests, rodents, lizards, vermin (other than possums), marine growth or marine borers.
5. Mechanical or electrical breakdown  
mechanical or electrical equipment (and their parts) breaking down, failing or wearing out unless they have burnt out as a direct result of an accidental and external force.
6. Renovations and alterations to your house  
any renovations, alterations or structural additions to your house other than the cover provided by the automatic benefit **House under minor alteration** on page 13.
7. Wear and tear  
wear and tear.

However, resulting loss is covered. By resulting loss we mean secondary damage that occurs as a direct result of the excluded clauses 1-7 above.

### **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.

Loss or damage caused by fire or explosion resulting directly from a cyber incident is excluded if connected to a cyber-attack, including controlling, preventing, suppressing or remediating any cyber-attack.

#### **Your policy excludes cover for 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 house 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:
  - a. your house becomes owner occupied, tenanted, or becomes a holiday home
  - b. anyone starts to use or live in your house for any business purpose
  - c. you make any structural alterations to your house
  - d. anyone identifies your property as being at risk from a natural hazard, such as flooding, landslips, geothermal activity, erosion, subsidence
  - e. any information about your property's risk from a natural hazard changes in the council's record or similar document.
3. You must tell us immediately if you or any other person covered by this policy:
  - a. commits, is charged with, or is convicted of any criminal offence
  - b. has a claim declined or avoided
  - c. has insurance refused or cancelled by an insurance company, or has any special terms added to a policy.

We may change the terms that we insure you on, or the premium, to reflect the change in circumstances that you've told us about.

We may cancel your policy if what you tell us is in our opinion, a substantial change in risk.

4. You and any person in charge of your house with your permission must:
  - a. take reasonable care to protect and maintain your house and to avoid legal liability, and
  - b. ensure that your house is securely locked when unattended.
5. You must pay all premiums in full by the due date. If any premium remains unpaid 28 days following the due date for payment, we may cancel this policy (effective from the first day of the period that the unpaid premium relates).
6. If you occasionally let your house, or any part of your house, you must make a claim for loss you discover with any accommodation booking service you used before you can claim under this policy.

If you do not comply with your responsibilities under this section, **You have certain responsibilities** on page 19, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, we'll give you 14 days' notice emailed or posted to your last known address on our records. If we do this, we'll refund your unused premium.

If we avoid your policy, it will be treated as if it had never been taken out. We may also avoid or cancel any other policies you have with us.

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

## **Make sure you have enough cover**

You must make sure the sum insured is enough to cover your house. If we find that you have understated the value of your house by more than 20% when claiming for loss, we'll only pay our rateable proportion of the loss. We won't apply this limit if the amount of loss is less than 5% of the sum insured.

## 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 +684 633 4266 or go to [tower.as/claims](https://tower.as/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 is a list of what you and any person in charge of your house with your permission must do at claim time.

#### Before you lodge your claim

You must:

1. Inform the Police if it appears that there has been arson, theft, burglary or malicious damage and provide details of the complaint to us. For example, the acknowledgement number.
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 that 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. Get our permission before you arrange for any repairs or replacement, or incur any expense for any claim.
5. If we ask you to complete a claim form, return that claim form to us within 30 days.

#### Once you've lodged your claim

You must:

6. Let us inspect the loss and deal with any salvage reasonably. No property may be abandoned to us.
7. Provide proof of ownership or purchase (such as receipts, bank statements, credit card vouchers, warranties, guarantees, photos, videos, and so on) for any property you claim for.
8. Let us complete all necessary documents and authorities for any claims under this policy as your authorised agent.
9. Comply with all our requests about your claim by providing full cooperation, information and assistance.
10. Not discuss a claim made on you by another person with them; instead, refer them to us.
11. Pay any applicable excess and any applicable additional excess.

12. Let us instruct a solicitor of our choice to conduct your defence. Follow the recommendations of that solicitor about the conduct or continuation of your defence.
13. Let us talk with that solicitor when necessary about the details of the case and the conduct or continuation of your defence.

### **After we've accepted your claim**

You must:

14. Cooperate fully in any action we take to recover money from other parties involved in your claim.
15. Let us take over for our own benefit and settle any legal right of recovery you may have.
16. Tell us if any person is ordered to make reparation to you for any loss or cost that was part of the claim. Reimburse us for that payment as soon as you receive any reparation.
17. Tell us if any lost or stolen property that was part of the claim is found or recovered. Hand it over to us or, at our option, refund any money paid by us if we request it.

### **At any time:**

18. Do not start repairing or replacing your house or incur any costs (such as surveyors, engineers, demolition or debris removal costs), without our prior approval.

If you do not comply with your responsibilities under this section, **You have certain responsibilities at claim time** on page 21, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, we'll give you 14 days' notice emailed or posted to your last known address on our records. If we do this, we'll refund your unused premium.

If we avoid your policy, it will be treated as if it had never been taken out. We may also avoid or cancel any other policies you have with us.

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

### **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.

## What excesses you may need to pay

The excess is the amount of any claim that you're responsible for. The excess applies to each event resulting in a claim.

Where loss has been caused on multiple occasions or events an excess will apply to each occasion or event.

Unless the benefit being claimed says it is excess free you'll need to pay your excess. Your excess and any additional excesses that may apply are detailed on your certificate of insurance and in this policy wording.

Where a benefit specifies an additional excess, that additional excess will apply above any other excess on your certificate of insurance.

## How we'll settle your claim

Subject to the terms in the section **Make sure you have enough cover** on page 20, the maximum per event that we'll settle your claim for is the least of:

1. the actual cost to repair your house, or
2. the actual cost to replace the actual square metre area of your house before the loss, or the square metre area shown on your certificate of insurance (whichever is the lesser), or
3. the house sum insured as shown on your certificate of insurance.

We'll settle your claim for loss following the process set out below.

### Economic repair

If we decide it is economic to repair the loss to your house that is covered under this policy, we'll, at our option, choose one of the following:

1. repair the loss to your house, or
2. pay you for the actual repair cost, as those costs are incurred by you, to repair the loss to your house, or
3. pay you in cash the estimated repair cost to repair the loss to your house.

Alternatively, you may elect to receive in cash the current replacement value of the repairs to your house.

After a partial loss to your house that is covered by this policy, your sum insured will reduce by the amount that it would take to repair that loss. We'll restore the full sum insured once the house has been fully repaired. Cover will not be restored if the house suffers a total loss.

### Uneconomic repair

If we decide it is uneconomic to repair the loss to your house that is covered under this policy the following apply:

1. We'll, at our option, choose one of the following:
  - a. replace your house at the situation, or
  - b. pay you for the actual replacement cost, as those costs are incurred by you, to replace your house at the situation, or
  - c. pay you in cash the estimated replacement cost to replace your house at the situation.

2. If it is not legally or practically possible to replace your house at the situation, (including for example; because of local authority laws, or the circumstances surrounding the land) then we'll, at your option, either:
  - a. pay you for the actual replacement cost, as those costs are incurred by you, to replace your house at an alternative site in American Samoa, or
  - b. pay for you to buy another comparable house in American Samoa (excluding the value of the land)provided the cost is not greater than the estimated replacement cost of replacing your house at the situation.
3. If we choose to pay you for the actual replacement cost, as those costs are incurred by you, you may choose one of the following options instead:
  - a. you may be paid for the actual replacement cost, as those costs are incurred by you, to replace your house at another site in American Samoa (excluding demolition and removal of debris costs unless actually incurred). This is provided the cost is not more than the estimated replacement cost of replacing your house at the situation
  - b. you may be paid for the actual cost of buying another comparable house in American Samoa, including necessary legal and associated costs (excluding the value of the land). This is provided the cost is not more than the estimated replacement cost of replacing your house at the situation (excluding demolition and removal of debris costs unless actually incurred)
  - c. you may receive a cash payment based on the current replacement value of your house, as assessed by us, excluding demolition and removal of debris costs unless we agree otherwise.
4. If you choose to sell your house and land without our prior agreement, your settlement options will be limited and you may choose from one of the following options instead:
  - a. we'll pay you for the actual cost of buying another comparable house in American Samoa including necessary legal and associated costs (excluding the value of the land)
  - b. you may receive a cash payment based on the current replacement value of your house excluding demolition and removal of debris costs unless we agree otherwise.

**In all cases:**

1. We'll pay, where necessary:
  - a. the reasonable extra cost of complying with local authority laws and regulations when repairing or replacing the damaged parts of your house. This is provided those damaged parts complied with local authority laws and regulations at the time they were built or altered
  - b. the reasonable architects', engineers' and surveyors' fees necessary for the repair or replacement provided they are authorised by us before they are incurred
  - c. the reasonable cost of demolition and the removal of debris that directly caused the loss, including the contents unless specifically excluded.
2. Where we've paid the demolition and removal of debris costs, we retain any salvaged property.
3. If you pay your premium by instalments and your house is uneconomic to repair you must pay the rest of the annual premium before we settle your claim.



4. If we've been notified of a financial interest in your house we're obliged to make any cash payment to the interested party (for example, a mortgagee) up to the amount of its interest. This payment counts towards meeting our obligations under this policy.
5. We'll use building materials and construction methods commonly used at the time of the repair or replacement.
6. We'll not:
  - a. pay any extra cost of repairing or replacing any part of your house caused by that part not having a legally required building consent when it was built, or that part being built contrary to the building consent issued
  - b. pay for repairing or replacing any part of your house that has not suffered loss
  - c. pay for any neighbouring property's share where you jointly own property such as retaining walls, fences, gates or driveways
  - d. pay the cost of repair or replacement beyond what is reasonable, practical or comparable with the original when built or renovated
  - e. repair or replace your house exactly to its previous condition.

### **Assignment**

Where you've made a claim for the repair or replacement of your house, you must not transfer any of your rights, obligations, title, interests or benefits under this policy without our prior written consent. If you do not obtain our prior written consent, any transfer is invalid at law.

## Other important information

### You can cancel this policy

You can cancel this policy by notifying us online or by email or phone. We'll refund the unused portion of your premium.

We may cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out under the sections:

1. ***You have certain responsibilities*** on page 19
2. ***You have certain responsibilities at claim time*** on page 21
3. ***Making changes to this policy*** on page 26

If we cancel your policy, we'll refund your unused premium.

### Free look period

If you're not completely happy with your policy, you can cancel it within 30 days of the start date so long as you've not made any claims.

We'll refund any premiums you paid and we'll both regard this policy as never having started.

### 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.

We can alter the terms or cancel this policy by giving you at least 14 days' notice sent or emailed to your last known address on our records in any of the following circumstances:

1. to reflect any material changes to relevant law
2. to increase the level of existing cover, or add additional cover
3. if we're no longer able to secure reinsurance protection for perils covered by this policy
4. to allow for a material change in your (or your property's) risk profile
5. to allow for a material change in the risk profile of a group of similar policy holders (or similar insured property) that will not be commercially sustainable for us under current policy terms.

If you do not agree to the alterations to the terms of your policy, you can cancel it (effective from the date of the proposed alteration). You can do this by contacting us online or by email or phone, before the effective date of the proposed alterations. If you cancel on this basis, we'll refund your unused premium.

### Other parties with a financial interest

You authorise us to disclose personal information about your insurance to any holder of a financial interest in the house.

## **This policy is under American Samoa law**

### **American Samoa has jurisdiction**

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

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

### **American currency and taxes apply**

All sums insured and policy limits are expressed in American currency and include all taxes. All claims will be paid in American 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's not 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

[tower.as/contact-us](https://tower.as/contact-us).

## Glossary

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

### **Accidental**

Unintended and unexpected by you.

### **Bodily injury**

Accidental bodily injury to a person occurring during the period of insurance in American Samoa including death, illness, disability, disease, shock, fright, mental anguish or mental injury.

### **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 that 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.

### **Current replacement value**

The market value of your house at the time of the loss less the value of the land it is situated on as a vacant site, or your house sum insured, whichever is the lesser.

### **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.

**Excess**

The amount of any claim that you must bear as shown on your certificate of insurance and/or in this policy wording.

**Garden retaining walls**

A wall that is built for the sole function of retaining land and that is not essential for the building or positioning of your domestic buildings (because these are included in your house definition). It does not include any retaining walls that are incomplete or any retaining wall over 1.5 metres above ground that does not have any required local authority consent.

**House**

As defined under *What your house policy does and does not cover* on page 8 of this policy.

**Loss**

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

**Natural disaster damage**

Physical loss or physical damage as a direct result of earthquake, natural landslip, volcanic eruption, hydrothermal activity or tsunami. This includes damage or destruction occurring (whether accidentally or not) as a direct result of measures taken under proper authority to avoid the spreading of or to otherwise reduce the consequences of an earthquake, natural landslip, volcanic eruption, hydrothermal activity or tsunami.

**Natural landslip**

The movement of ground forming materials that, before movement, formed an integral part of the ground. Such materials might be one or more of natural rock, soil, or artificial fill. 'Movement' means any one or more of falling, sliding, or flowing. Movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion is not a natural landslip.

**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.

**Repair cost**

The reasonable cost to repair your house to a standard that is reasonably equivalent to its appearance, size, functionality and relative quality when new, but without necessarily reproducing it exactly.

**Replacement cost**

The reasonable cost to replace your house to a standard that is reasonably equivalent to its appearance, size, functionality and relative quality when new, but without necessarily reproducing it exactly.

**Situation**

The address that is shown on your certificate of insurance, named as the Situation.

**Special features**

Any of the following that are permanently fixed or built in on the same site as your house:

1. solar power system
2. solar water heating system
3. swimming pool or spa pool including pumps and motors

4. tennis court (permanent material such as concrete, artificial grass or tar seal but not grass)
5. any other feature we've agreed to cover.

**Sum insured**

The figure specified on your certificate of insurance and/or in this policy wording.

**Uninhabitable**

A residence that no longer has a functional bathroom or kitchen or is unsafe or impractical to live in, as determined by us, or by government or local authorities.

**Unoccupied**

There is no-one staying in the house overnight.

**Unused premium**

Premium for the days you've paid for, but will not be insured (calculated as at the effective date of cancellation).

**We, us or our**

National Pacific Insurance (American Samoa) Limited trading as Tower Insurance.

**You or your**

The person or persons or corporate body named on your certificate of insurance as the insured. Where you jointly own the house, the policy insures you jointly.