

**Contents Insurance**

**Plus 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 **Plus 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 are covered for – page 13.
3. **Responsibilities and exclusions.**  
What you must do, and what isn't covered – page 20.
4. **Making a claim.**  
Information about making your claim with us – page 26.
5. **Other stuff.**  
This is important too, like what to do if you have a concern – page 30.
6. **Glossary.**  
Some words have special meanings – page 32.

## 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 **Plus cover**. If you'd like to change your level of cover, please call us on +684 633 4266.

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

	Plus cover	Standard cover
Accidental loss or damage	✓	✓ at your house
Basis of settlement	✓ Replacement value	✓ Replacement value
Single item limit (unless detailed below):	✓ \$5,000	✓ \$1,000
• Collections	✓ \$3,000	✓ \$1,500
• Documents	✓ \$1,200	✓ \$1,200
• Jewellery (including watches) per item	✓ \$1,000	✓ \$500
• Total of all jewellery (including watches)	✓ \$5,000	✓ \$2,000
• Mobile phone	✓ \$1,000	✓ \$500
• Money, gold or silver bars or ingots, precious stones	✓ \$1,000	✓ \$250
• Spectacles, contact lenses, hearing aids and dentures per item	✓ \$1,000 No excess	✓ \$500
• Watercraft	✓ <\$1,500	✓ <\$500
Accidental damage anywhere in American Samoa	✓	✓ \$1,000
Children's contents left at home	✓	✓
Contents temporarily relocated	✓ 42 days	-
Gradual damage to your contents	✓ \$1,000	-
House under minor alteration	✓	✓
Keys and locks lost or stolen	✓ \$500	✓ \$250
Liability protection	✓ \$100,000	✓ \$100,000
Moving house – cover for your contents in transit	✓	✓
No claims bonus	✓	✓
One event – one excess	✓	✓
Spoiled frozen or refrigerated food	✓ \$500	✓ \$250

Temporary accommodation	✓ \$10,000	✓ \$5,000
Temporary storage after loss	✓ \$2,000	-
Credit or debit card fraud	✓ \$1,000	-
Fatal injury to you	✓ \$5,000	-
Home office equipment	✓ \$5,000 at your house, \$1,000 away from your house	-
Riot, strike, civil commotion	✓	✓
Stress benefit lump sum payment	✓ \$1,000	-
<b>Optional benefits</b>		
Earthquake	✓	✓
Gale, windstorm, hurricane, cyclone	✓	✓

## How your policy works

Your Tower Contents Insurance - Plus 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 are 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 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 have 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).

## This policy includes a single item limit for your contents

This policy has a maximum amount we will pay for any individual item.

These limits are listed in the table above. They are the most we will pay for any item you claim for unless you've specified it and it's listed on your certificate of insurance.

We explain below how to insure your items for more than this single item limit.

## Specifying your items

### or how to cover your items for more than the single item limit

If you have items that are worth more than the limits provided by this policy, you may be able to increase this limit. We call this specifying the item. If we agree to cover the item, the increased limit will be shown on your certificate of insurance and you'll also need to pay an additional premium for this increase.

Please have a look at **Compare your benefits** on page 5 to help you decide whether you want a higher level of cover for any of your contents that are worth more than the single item limit.

Items you can specify are:

1. any single item or set over \$5,000 (other than watercraft, which you can't specify)
2. jewellery for each item or set (including watches) over \$1,000
3. collections over \$3,000
4. mobile phones over \$1,000
5. spectacles, contact lenses, dentures, hearing aids over \$1,000

Specified items are in addition to your contents sum insured.

## 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 32.

## 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	
Step one	Step two	Step three	Step 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 contents are insured for

### Your contents are covered for loss.

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

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

When you make a claim, we will replace, repair, or pay you for the insured items based on the items' complete replacement value up to your nominated sum insured.

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 contents we do and do not cover

### What we cover

We cover any of the following items that you own (or hire for which you are liable) and that are usually

- kept in or around your house
  - worn or carried by you.
1. Personal electronics and media, like:
    - a. phones, mobile phones
    - b. home office equipment (including associated hardware and copy-written purchased software that you hold a licence for)
    - c. computers, laptops, tablets, home audio and portable audio equipment, TVs, digital media equipment, cameras, portable gaming devices, e-book readers.
  2. Personal effects, like:
    - a. clothing, footwear
    - b. jewellery including watches
    - c. cosmetics and toiletries
    - d. spectacles, contact lenses, dentures, hearing aids, wheelchairs and prosthetic limbs.
  3. Household items, like:
    - a. furniture, furnishings, art works, ornaments, electrical appliances not permanently plumbed or wired into your house
    - b. kitchenware, crockery, cutlery, food items, household linens
    - c. rugs and carpets that are not glued or tacked to the floor
    - d. prams, pushchairs and infant capsules.
  4. Outdoor items, like:
    - a. outdoor furniture, gardening equipment, handyman equipment, domestic power tools

- b. spa pools, swimming pools and saunas that are all designed to be disassembled or picked up and moved
  - c. domestic lawn appliances including ride-on lawn mowers.
5. Recreation and leisure equipment, like:
- a. canoes, dinghies, kayaks, inflatables, surfboards, windsurfers, kiteboards, surf skis, wave skis, paddleboards, kontiki-type fishing equipment (including their parts and accessories)
  - b. any mechanically or sail propelled watercraft (including their parts and accessories) not worth more than \$1,500. This means that mechanically or sail propelled watercraft that are worth more than \$1,500 are not covered. This does not include the items specifically covered under (a) above
  - c. bicycles, scooters including e-bikes and e-scooters
  - d. camping equipment
  - e. books, CDs, DVDs, computer game software, craft and hobby materials, musical instruments.
6. Motorised bikes and cars, golf carts, go karts, ATVs, mopeds, Segways, electric unicycles and mobility scooters provided all of the following apply; they:
- a. do not need to be registered for on-road use
  - b. do not require registration
  - c. do not require the operator to hold a licence to drive it
  - d. have a maximum speed of less than 50kph and have a maximum engine size of 50cc
  - e. are not used for any form of racing or training for racing.
7. Paragliders, remote controlled aircraft and unmanned aerial devices (including their parts and accessories) while they are at your house and not in use.

### **What we do not cover:**

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

1. Aircraft or other airborne devices (and accessories) other than those detailed under the section **What we cover** on page 10.
2. Animals of any kind.
3. Artificial or transplanted body parts or aids, surgical implants or attachments that are permanently fitted to you, other than those detailed under the section **What we cover** on page 10.
4. Business equipment other than the cover provided by the automatic benefit **Home office equipment** on page 14.
5. Business money and other proceeds of any business or activity for financial return, whether for profit or not.
6. Computer software and electronic data other than commercially available computer programs that you hold legitimate user licences for.
7. Mechanically or sail propelled watercraft (including their parts and accessories) worth over \$1,500, and any other watercraft other than those detailed under the section **What we cover** on page 10.

8. Motor vehicles or any other mechanically propelled vehicle (including their parts and accessories such as keys or remotes, child restraints, roof racks and rails), other than those detailed under the section ***What we cover*** on page 10.
9. Plants (either inside or outside). However, the container itself is covered for breakage or theft.

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

We'll apply an additional excess of \$1,000 in the event of a claim for loss to your contents while your house is unoccupied for more than 60 consecutive days.

### **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 contents sum insured and is not in addition to it.

### Children's contents left at home

We'll pay for loss to your children's contents that are left with you at your house while they live away from your house, provided they are not covered by any other policy.

### Contents temporarily relocated

We'll pay for loss to your contents when they have been temporarily relocated to another place in American Samoa.

#### Limit

Your contents are covered for a maximum of 42 days.

### Credit or debit card fraud

We'll pay for financial loss from the fraudulent use of your credit or debit card during the period of insurance if you can't reasonably recover that financial loss from anyone else.

Any claim under this benefit will be excess free.

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

#### Limit

We'll pay up to \$1,000 for each event.

### 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 contents sum insured.

#### Limit

We'll pay \$5,000 for each person up to a maximum of \$10,000 during the period of insurance.

### Gradual damage to your contents

We'll pay for the repair of gradual damage, deterioration, mildew, mould or rot to your contents occurring during the period of insurance caused by the leaking, overflowing or discharging of any of a:

1. water supply pipe or hose

2. water disposal pipe or hose
3. water supply tank.

The pipe, hose or tank must:

1. form part of the permanent and internal water pipe system of your house, and
2. be hidden from view because it is contained within the walls, cupboards floors, ceiling or roof of your house.

### **Limits**

We will pay the reasonable costs up to \$2,000 for each event.

This benefit only applies:

1. if the leak, overflow or discharge first occurred during the time that we insure your contents, and
2. if you could not have discovered the damage immediately, and the damage was not visible, noticeable or obvious.

We do not cover:

1. the cost of locating and repairing the leak
2. a leak in a shower base, shower recess or shower cubicle
3. gradual damage that occurs when your house is unoccupied for more than 60 consecutive days.

### **Home office equipment**

We'll pay for loss to your office furniture and office equipment that you use in connection with a business, profession or occupation that operates from your home.

For the purposes of this benefit only, the definition of 'you' extends to a corporate entity where you are the primary shareholder.

### **Limits**

We'll pay up to \$5,000 when the loss occurs at your house.

We'll pay up to \$1,000 when the loss occurs while your home office equipment are temporarily removed from your house.

The most we'll pay for loss to mobile phones is \$1,000, or the specified amount recorded on your certificate of insurance.

### **House under minor alteration**

We'll cover your contents for loss while your house is under minor alteration.

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

### **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 have reasonable grounds to believe they have been illegally duplicated without your permission
4. you have reasonable grounds to believe that the combination number or electronic key codes may have become known to someone else without your permission.

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

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

### **Limits**

This benefit does not apply if you've told us your contents are in a holiday home.

We'll pay your reasonable costs up to \$500.

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 will be affected.

## **Liability protection**

We'll cover you for your legal liability to others arising from accidental physical property damage occurring in American Samoa 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 contents sum insured.

### **Limits**

You also have cover under this benefit for your legal liability:

1. for bodily injury up to \$100,000 for each event
2. for loss caused by fire, explosion, impact, water damage or accidental breakage of fixed glass, hand basins, sinks, toilet pans and cisterns, forming part of the house where it is occupied but not owned by you.

We'll pay up to \$100,000 in total under this benefit during the period of insurance.

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

## **Moving house – cover for your contents in transit**

We'll pay for loss caused by fire, collision or overturning of the conveying vehicle when your contents are in transit while you're moving from one house to another house (that you intend to occupy).

Transit starts when the conveying vehicle starts moving on a public road after leaving your current property and stops when it is parked and stationary at the new property.

The loading and unloading of the conveying vehicle is covered as part of your standard contents cover and not considered part of transit.

### **Limit**

We'll cover your contents at both houses for a maximum of 14 days from the date you start your move.

### **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 contents suffer loss and we've accepted your claim, and we accept a claim from the same event for loss to your domestic vehicle, boat or your house 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 contents caused by riot, strike or civil commotion.

### **Spectacles, contact lenses, hearing aids and dentures excess free**

We'll pay to repair or replace your prescription spectacles, contact lenses (but not disposable contact lenses), hearing aids or removable dentures if you suffer loss.

Any claim under this benefit will be excess free.

#### **Limits**

Any consultation, prescription or fitting fees are your responsibility.

The most we'll pay is \$1,000 or the specified amount recorded on your certificate of insurance.

### **Spoiled frozen or refrigerated food**

We'll pay to replace your frozen or refrigerated food if it is spoiled and unsafe to eat because your refrigeration or freezer equipment accidentally stops.

Any claim under this part of the benefit will be excess free.

We'll also pay the cost to repair any loss to the refrigeration or freezer equipment caused by the spoiled food. Your excess is payable for any claim under this part of the benefit.

#### **Limit**

We'll pay the reasonable replacement value of the spoiled food up to \$500.

### **Stress benefit lump sum payment**

We'll pay you a lump sum for the stress caused to you if all your contents are destroyed.

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

#### **Limit**

We'll pay a maximum of \$1,000 for each event as soon as we've accepted your contents 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 the 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.

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

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

### Limits

This benefit does not apply if you've told us your contents are in a holiday home or a house that you rent to tenants.

We'll pay your reasonable costs up to a maximum of \$10,000 for each event.

If you own the house and have been living in it, 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 you're in rental accommodation, we'll pay to top-up (if required) your current rental amount to meet your new temporary accommodation rental amount until the first of:

1. the end of your current tenancy agreement
2. we've paid your contents claim
3. you've regained access to your original rental house
4. we've provided this benefit to you for eight weeks.

If we're already providing or paying to top up your temporary accommodation and further events occur 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.

## Temporary storage after loss

We'll pay to store your contents after an insured loss to the house you live in (whether insured with us or not) and both of the following apply:

1. we've accepted your claim under the benefit **Temporary accommodation** on page 17, and
2. your contents need to be removed to a secure storage facility while the house is being made habitable.

This includes costs for:

1. moving your contents to a secure storage facility
2. storage while you're in temporary accommodation
3. returning your contents to your house.

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

### Limit

We'll pay your reasonable costs up to \$2,000 for each event.

## 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 contents sum insured and is not in addition to it.

### Earthquake cover

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

### Gale, windstorm, hurricane, cyclone

We'll pay for loss to your contents 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, landslide
- 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 contents, unless your house is entirely enclosed with all outside doors, windows and roofs permanently in place
- to your contents during construction, reconstruction or repair of your house, 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 policy.

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

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

## 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 have 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, trailer, caravan, watercraft, aircraft or other airborne device other than those detailed under the section **What we cover** on page 10.
7. Your or a trust's property  
damage to any property you own, or a trust of which you are 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 contents, 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. 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.
3. Contents in a house you don't live in  
contents left in the house while it is let or tenanted to anyone unless you've contacted us and we have agreed in writing that we will cover them during this time.
4. Contents in transit  
contents that are in transit where you're moving home from one house to another house, other than the cover provided in the automatic benefit **Moving house – cover for your contents in transit** on page 15.
5. Contents removed from your house

contents removed from your house for the purpose of sale, storage or exhibition, or that are away from your house, other than the cover provided in the automatic benefit **Contents temporarily relocated** on page 13.

6. Controlled drugs pollution or contamination  
the pollution or contamination of your contents 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.
7. Criminal and reckless acts  
any criminal or reckless act or omission by you.
8. Damaged contents  
any contents that was already damaged at the time this policy starts.
9. Deliberate damage by anyone  
deliberate damage caused directly or indirectly by you or anyone who normally lives at, or is lawfully at your house. This exclusion does not apply to deliberate damage by fire by tenants or their guests.
10. 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 15.
11. Flood  
flood, tidal wave, overflow of the sea.
12. Hydrostatic pressure to assets in the ground  
hydrostatic pressure to swimming pools, spa pools, water or waste tanks.
13. 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 18.
14. 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.
15. Soil changes  
settling, cracking, soil expansion, soil shrinkage, soil movement or compaction.
16. Subsidence, erosion and landslip  
subsidence, erosion or underground water pressure or landslip.
17. Theft of your contents  
theft of contents by you or anyone who normally lives at or is lawfully at your house.
18. Vibration to buildings and land  
vibration, removal or weakening of support from either the land or buildings.
19. Visitor's contents at your house  
contents belonging to people who may be visiting or residing at your house.

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

1. Cleaning and repairing your contents  
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, sub-standard 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. This does not apply to the cover provided by the automatic benefit **Gradual damage to your contents** on page 13.
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  
contents left in your house while alterations are being undertaken, other than the cover provided in the automatic benefit **House under minor alteration** on page 14.
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 to 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 or through or 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 contents 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. you change the address where you normally keep your contents
  - b. anyone starts to use or live in your house for any business purpose
  - c. you start using your contents, other than your home office equipment, for any business purpose
  - d. you make any structural alterations to the house where you keep your contents.
3. You must tell us immediately whether 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 contents with your permission must:
  - a. take reasonable care to protect and maintain your contents 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:
  - a. ensure the house is cleaned and inspected for loss following each rental before any bond is released, and
  - b. 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 24, 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 have 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 adequate to cover your contents. If we find that you have understated the value of your contents 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 contents with your permission must do at claim time.

#### Before you lodge your claim

You must:

1. Inform the Police if it appears that arson, theft, burglary or malicious damage has occurred 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 damaged contents if we ask 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 as described under ***What excesses you may need to pay*** on page 28.
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.

If you do not comply with your responsibilities under this section, ***You have certain responsibilities at claim time*** on page 26, 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 have 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 will settle your claim
7. if we decline your claim, we will 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 25, we'll settle your claim for loss following the process set out below.

We'll pay up to a maximum of:

1. the limit stated in the relevant benefit you're claiming for, or the contents sum insured as recorded on your certificate of insurance (whichever is less)
2. the specified item amount recorded on your certificate of insurance, and
3. the limits in this policy wording for any benefits stated as being in addition to your contents sum insured.

### In all cases:

1. If you pay your premiums by instalments and your contents suffer a total loss, you must pay the rest of the annual premium before we settle your claim.
2. We have the option whether to make a payment, replace or repair your contents.
3. Where we choose to repair your contents, we'll repair them to a similar condition to the condition they were in when new, without exactly replicating them. There will be no deduction for betterment.
4. Where we choose to replace your contents, we'll do so by purchasing the nearest equivalent item or where this is not available, an equivalent new item. This means replacing the item with something similar if we can't find an exact match. There will be no deduction for betterment.
5. We'll use a supplier of our choice.
6. We'll pay an interested party (finance company and so on) if we have been notified of their interest in your contents. Their receipt will discharge us to the extent of our payment.
7. Where we make payment, we have the option to include an allowance for your reasonable temporary accommodation expenses, up to the maximum specified in the automatic benefit **Temporary accommodation** on page 17.
8. In the case of partial loss to your contents we'll reinstate your contents sum insured after we meet any claim.
9. If we settle your claim for a total loss, your policy will be automatically cancelled and no refund of premium will be given.

**We're not bound to:**

1. pay for window coverings not located in the room or rooms where the loss or damage occurred
2. pay the cost of replacement until it is actually incurred
3. pay more than the sums insured shown on your certificate of insurance and/or this policy wording
4. pay the cost of replacement or repair of your contents beyond what is reasonable, practical or comparable to the original
5. pay more than the cash equivalent for the unconsumed portion of your cosmetics and/or toiletries
6. pay more than 50% of the replacement value of your contents if you choose not to replace or repair them, or
7. repair or replace your contents exactly to their previous condition.

## Other important information

### You can cancel this policy

You can cancel this policy by notifying us either 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 in the headings:

1. ***You have certain responsibilities*** on page 24
2. ***You have certain responsibilities at claim time*** on page 26
3. ***Making changes to this policy*** on page 30.

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 have 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 are 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.

### 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).

### **Collection**

A group of items or collectibles that are accumulated based on a common theme or principle such as stamps, coins and memorabilia. This does not include items like furniture, kitchen sets, household linen, glassware, paintings and art work.

### **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.

**Excess**

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

**House**

The domestic building you own, lease or rent at the situation and any domestic structure on the domestic land that goes with it.

**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 damage or destruction 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.

**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 time of cancellation.

**Situation**

The location that is shown on your certificate of insurance.

**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 unpractical 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 have 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 persons named on your certificate of insurance as the insured and the following who normally reside at your house (the situation):

1. that person's partner (whether married, civil union or de facto partner)
2. that person's and/or their partner's children (natural, adopted, ward or foster) or for whom they are the legal guardian
3. that person's and/or their partner's parents
4. that person's and/or their partner's grandparents
5. that person's and/or their partner's grandchildren.



You or your does not include any other family members including a brother, sister, aunt, uncle or cousin unless they normally reside with you at your house and are named on your certificate of insurance.

Where you jointly own any of the contents, this policy insures you jointly.