

*Compulsory Third
Party – Motor
Insurance*



Compulsory Third Party Motor

Welcome

We welcome **you** as a valued customer of TOWER Insurance. **You** have entrusted **us** with the insurance of **your liabilities under the Act**. We value that trust.

This policy consists of this wording, the proposal and declaration and the **certificate of insurance** completed on the basis of the information that **you** have provided to **us**.

Please read this wording and the **certificate of insurance**. If there is an error of any sort, if **your** needs are not met or if **you** are in doubt then please contact **us**. We are happy to help at all times.

In this policy some words are in bold, e.g. **you**. This means that the words have a special meaning. To find out the meaning please refer to the Section – Meanings of Words.

What you must tell us

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

It is essential all statements made are correct. **We** must receive all relevant information. This means that **you** must tell **us** everything **you** know, or could reasonably be expected to know, that may influence **our** decision to insure **you**. If any circumstances change or may change during the time **we** provide **your** insurance then **you** must tell **us**.

Examples of a change in circumstances or any other information may include:

- **your vehicle** being used for purposes other than the class insured;
- change of ownership of the **vehicle**.

These examples are a guide only. If **you** are in any doubt **you** should disclose information, whether or not **we** have asked questions that relate to it. If **we** are not told **we** have the option to decline any claim, or avoid this policy from the date of the change.

What your vehicle is covered for

Your liability under Part 5 of the **Act** for **bodily injury** to any person arising out of the use of **your vehicle** on a road in Vanuatu.

Unless not insured by this policy.

What you are not covered for

Any liability while your vehicle is:

- being used for any purpose other than those which it is insured for;
- being driven in an unsafe condition;
- being driven by or in charge of any person who does not have a licence which is in full force and effect to drive **your vehicle** at the time and place of the accident;
- being driven by any person who is under the influence of alcohol, kava or drugs and where the alcohol, kava or drugs contribute in any way to the accident;
- used to convey any load in excess of that for which it was constructed;
- used to carry passengers for hire or reward or under a contract of employment in contravention of the licence issued for the **vehicle**;

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- used to carry more people than the usable working safety seat belts in the **vehicle**, or passengers riding in or on the tray or outside the **vehicle** cab;
- is being driven by any person who because of age, physical or mental condition is incapable of driving **your vehicle** safely;

Any claim or liability for bodily injury:

- arising under any Workers Compensation or Employers Liability law or any other statutory or common law liability to workmen or any other person employed by the **Insured** or any other person covered under this **Policy**;
- to persons being carried in or on or entering or getting into or alighting from **your vehicle** or riding on the tray or outside of the cab;
- to a relative of, or a person living as a member of the family of, the person using the **vehicle** at the time of the occurrence giving rise to a claim.

How to make a claim

It is important **you** tell us immediately **you** become aware of any circumstances which may result in a claim.

You will be asked to complete a claim form. **We** must receive **your** completed claim form within 30 days.

Some of your other important obligations are

You or the person in charge of your vehicle must:

- not make a claim that is false or fraudulent in any way;
- not make any admission whatsoever without our authority;
- provide **us** immediately with full particulars of any claim made against **you** by any other person and all legal documents served on **you**, and allow **us** to instruct a solicitor of **our** choice to conduct **your** defence. **You** must follow the recommendations of that solicitor as to the conduct or continuation of the defence. That solicitor shall be entitled to confer with **us** when necessary as to the details of the case and the conduct or continuation of **your** defence;
- allow **us** to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent;
- comply with all **our** requests relating to **your** claim including providing all co-operation information and assistance;
- not discuss a claim made on **you** by another person with them. Instead, refer them to **us**;

otherwise **we** can decline **your** claim and recover any payment we make.

How we will look after your claim

Once **we** receive advice of **your** claim **we**:

- will acknowledge that **we** have received **your** claim form and ask **you** for any further information or assistance **we** may require to enable **us** to consider **your** claim;
- may subrogate for **you** for or against the claim;
- may appoint an assessor or loss adjuster to look after **your** claim.

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How we will settle your claim

- **we** will also pay for all costs and expenses incurred by **you** with **our** approval in defending claims plus any costs and expenses awarded against **you**;

What your vehicle will be used for

You are covered under this policy only whilst **your vehicle** is being used for the purpose of the class of use shown in the **certificate of insurance**, and for domestic or pleasure purposes.

Your vehicle must not be used for any other purpose otherwise **we** may decline **your** claim.

Cancelling this policy

You may cancel this policy at any time by advising **us** and delivery of **your** policy and the **certificate of insurance** to **our** office. **We** will refund **your** unused premium.

We may cancel this policy at any time by writing to **your** postal address on **our** policy records or personally delivering the letter to **you**. This letter will contain at least 14 days notice. **We** will refund **your** unused premium after delivery of the policy and **certificate of insurance** to **our** office.

Making changes to this policy

You can have this policy altered at any time as long as **we** agree in writing to such alteration before it takes effect. **We** can, in exceptional circumstances, alter the terms of this policy by writing to **your** postal address on **our** policy records and the change will take effect 14 days after the date of that letter from **us**.

Jurisdiction

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

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

Currency and taxes

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

Meanings of words

Term	Definition
Act	Road Traffic (Control) Act Cap. 29 or any amending or replacement legislation.

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Bodily injury	means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury.
Certificate of insurance	means the certificate of insurance first issued to you .
Vehicle	means the vehicle shown in the certificate of insurance .
Class	means the class of use shown in the certificate of insurance and described in the Class of Use section of this policy.
You or your	means the person(s) or entity named in the certificate of insurance as the insured and any person who is driving on the insureds' order or with their permission. Where you jointly own the vehicle this policy insures you jointly.
VAT	means value added tax at the applicable rate as imposed under the Value Added Tax Act CAP [247].
We, us or our	means TOWER Insurance (Vanuatu) Limited.