

**Cyclone Response Cover**  
**Tonga**

## Welcome to Tower.

Thanks for putting your trust in us to help look after you if a cyclone strikes.

This is your **Cyclone Response Cover insurance** policy wording, underwritten by National Pacific Insurance (Tonga) Limited, trading as Tower Insurance.

The key benefit of our policy is that you will receive a cash payment within days to help support your recovery once your policy is triggered by a cyclone.

## 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 this policy works.

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 insured for — page 6
3. **Responsibilities and exclusions.**  
What you must do, and what isn't covered — page 10.
4. **How we manage your claim.**  
Information about managing your claim with us — page 11.
5. **Other stuff.**  
This is important too, like what to do if you have a concern — page 14.
6. **Glossary.**  
Some words have special meanings — page 17.

## Contents

Welcome to Tower.....	2
How your policy works .....	4
What you are insured for.....	6
How much we pay you.....	6
When your policy starts and ends.....	7
What you're not covered for.....	8
You have certain responsibilities .....	10
How we manage your claim.....	11
Other important information .....	14
This policy is under Tongan law .....	15
Glossary.....	17

## How your policy works

Your Tower Cyclone Response 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 location is 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'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 then please contact us on **+676 24 066** or at **info@towerinsurance.to**.

### Here's a general explanation of how this policy works.

This policy is designed for people who might suffer physical loss, financial loss, personal injury, or additional expenses from the effects of destructive winds generated by a cyclone.

Benefits under the policy come into effect when all the following criteria are met:

1. a cyclone is named by either the Fiji Meteorological Service, the Australian Bureau of Meteorology or Meteorological Service of New Zealand
2. the wind speed at the property is estimated at above a defined level
3. the path of that cyclone comes within a certain distance of the property (the situation), and
4. the property is owned by you, or you have a vested or beneficial interest in it.

You choose a sum insured and pay your premium. Your period of insurance can start at any time from 1st August in any one year and will end on 31st July of the following year. Even if you start a policy in January, cover will finish for that year on 31st July.

How much of your sum insured is paid out depends on the distance from your property to the path of that cyclone and the wind speed of the cyclone at its nearest point to your property. This payment matrix is detailed in the section **What you are insured for** on page 6.

We use independent organisations to decide both these factors – the path of that cyclone, as well as the wind speed at its nearest point to your property.

We use data supplied by the Joint Typhoon Warning Centre (JTWC) to track the cyclone. They track the cyclone at 3-hourly intervals and supply the location. We will draw a straight line between those locations to calculate the nearest point to the property insured.



When a named cyclone's path and the wind speed is close enough to trigger a claim for you, we'll text or email you to let you know that you are eligible for a claim payment. We'll make our payment to your mobile wallet account or your nominated bank account as soon as practical.

### **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 15.

## What you are insured for

We provide cover for loss caused by a qualifying cyclone event.

A qualifying cyclone event is an event where the insured is adversely affected by a cyclone meeting all of the following criteria:

1. A cyclone has been formally named by the Fiji Meteorological Service, the Australian Bureau of Meteorology or the Meteorological Service of New Zealand.
2. That cyclone's wind speed meets or exceeds a qualifying wind speed when it is closest to the situation.
3. That cyclone's path tracks within the qualifying distance to the situation.
4. That cyclone passes by the situation during the period of insurance.
5. You have paid us the full premium due for that period of insurance.

Loss means any property damage, financial loss, loss of income, or other increased costs of living or expenses like childcare, eldercare, animal care, food, transportation, and temporary housing.

We've included limits and exclusions to your Cyclone Response 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 **+676 24 066** and we'll explain it to you.

## How much we pay you

Your sum insured is shown on your certificate of insurance. The amount we pay to you following a qualifying cyclone event is calculated as a percentage of your sum insured based on the following table:

Saffir-Simpson hurricane scale	Qualifying wind speed (km/hr)	Qualifying distance less than or equal to 25 km	Qualifying distance 26 to 70 km	Qualifying distance 71 to 100km
<b>Category 1</b>	119-153	7.5%	0%	0%
<b>Category 2</b>	154-177	25%	10%	0%
<b>Category 3</b>	178-208	55%	40%	0%
<b>Category 4</b>	209-251	80%	65%	20%
<b>Category 5</b>	252+	100%	85%	40%

Wind speeds are those recorded by the Joint Typhoon Warning Centre (JTWC).

Please read the section ***How we manage your claim*** on page 11 for more details on what, when, and how we pay claims.

Our total liability during any one period of insurance is the sum insured.

## **When your policy starts and ends**

Cover starts on the date you buy the policy. You must also have paid the full premium to us.

Cover ends on the earliest of:

1. when you ask us to cancel your policy
2. when we have paid the full sum insured during any one period of insurance
3. when you no longer own, reside at, run your business from, or no longer have a vested or beneficial interest in, the address listed as the situation
4. the end date of the current period of insurance, being midnight on the next 31<sup>st</sup> July.

## **We pay even if you have other insurance**

This policy pays even if you have other insurance for your property. Under these terms, it does not replace that insurance in any way.

## What you're not covered for

### These are your policy exclusions

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

**1. 30-day stand-down**

any loss that occurs within 30 days of the start date of your policy or the date of any alteration to increase the sum insured of your policy. This exclusion does not apply to the renewal of your policy.

**2. Perils other than cyclone**

any loss caused by any other means other than by the winds from a named cyclone.

**3. Manipulation of weather data**

any fraudulent manipulation of the weather data by anyone.

**4. Nuclear and radiation risks**

nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.

#### Your policy excludes cover for:

**1. Liability**

your legal liability or any liability you've agreed to take upon yourself.

#### Your policy excludes cover for communicable diseases

Your policy does not cover any loss, time element 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
3. any time element loss directly resulting from such property loss.



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, then this exclusion will not apply to both:

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

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

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

### **Your policy excludes 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 what you must do.

1. You must be honest and fair with us. All your statements made about this policy and any claim must be honest, correct, and complete.
2. You must tell us immediately if the property named as the situation is no longer one of the following:
  - a. Owned by you or your business.
  - b. Your business premises.
  - c. Your residence.
  - d. A property in which you have a vested or beneficial interest.

If you do not comply with these responsibilities under this section, **You have certain responsibilities** on page 9, 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, or a person acting on your behalf 14 days' notice emailed or posted to the 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 manage your claim

Once we know that you qualify for a claim, we'll send you a text or email to your last known number or email address on our records notifying you that you are eligible for a claim payment. This process starts once the data for the cyclone event is released by the JTWC.

Our goal is to have claims paid within seven working days of that data being released.

## You have certain responsibilities at claim time

Here is what you must do.

Comply with all our requests about your claim by providing full cooperation, information, and assistance.

## How we'll look after your claim

We'll:

1. Notify you that you have a valid claim.
2. Process your claim within the terms of the policy.
3. Keep you updated on your claim's progress.
4. Pay any claims settlement into your mobile wallet or bank account we have on our records.
5. Reduce your sum insured by the amount of the claim paid for the remaining period of insurance.
6. Cancel your policy if this claim payment means you've now been paid your full sum insured for this period of insurance.

## How we'll settle your claim

The maximum amount we'll settle your first claim for in any period of insurance is the percentage of the sum insured. See the table below for the relevant qualifying wind speed and qualifying distance from the cyclone path. We use these measures to calculate how much we'll pay for your claim.

Saffir-Simpson hurricane scale	Qualifying wind speed (km/hr)	Qualifying distance less than or equal to 25 km	Qualifying distance 26 to 70 km	Qualifying distance 71 to 100km
Category 1	119-153	7.5%	0%	0%
Category 2	154-177	25%	10%	0%
Category 3	178-208	55%	40%	0%
Category 4	209-251	80%	65%	20%
Category 5	252+	100%	85%	40%

In all cases:

We aim to settle your claim within seven working days of receiving the weather data, but if our data sources are unavailable, we will defer payment until we can confirm qualifying windspeed and qualifying distance from the situation.

We reserve the right to review and investigate any claim. If we find a claim has been paid when it did not qualify, you must pay back any amount we have paid you.

Your sum insured will reduce by the amount of that claim for the remaining term of the period of insurance.

If a second or later qualifying cyclone event occurs, we'll pay you the lesser of:

1. the percentage of the original sum insured at the start of the period of insurance for the relevant qualifying wind speed and qualifying distance from the situation
2. the remaining amount of the sum insured.

This means the most you can ever claim during one period of insurance is your sum insured.

If in any one period of insurance we pay you your full sum insured, your policy will expire, and no further cover will be available.

### **Here's an example to illustrate this:**

You hold a Cyclone cover policy with a sum insured of \$TOP3,000.00. Your period of insurance runs from 1<sup>st</sup> August 2023 to 31<sup>st</sup> July 2024.

First event:

Cyclone David was a Category 3 cyclone that tracked past your house on 29<sup>th</sup> November 2023 at 20 kilometres at its closest point. This was a qualifying event for you, meaning you were entitled to 55% of your sum insured, so we paid you \$TOP1,650.00. Your sum insured is then reduced to \$TOP1,350.00

Second event:

Cyclone Ronald was a Category 4 cyclone that tracked past your house on 2<sup>nd</sup> February 2024 at 18 kilometres at its closest point. This was another qualifying event within the same period of insurance. You were entitled to 80% of your original sum insured, which is \$TOP2,400.00, but because your remaining sum insured was only \$1,350.00, that was all we could pay.



This meant we'd paid you your full entitlement for that period of insurance. If a third qualifying cyclone event occurred during that period of insurance, you would receive no payment.

Period of insurance	Cyclone name	Cyclone category	Date cyclone came closest	Closest qualifying distance	Percentage of sum insured	Original Sum Insured	Payment	Remaining sum insured
1/8/2023 to 31/7/2024	David	3	29/11/22	20km	55%	\$3,000	\$1,650	\$1,350
	Ronald	4	02/2/23	18km	80%	\$3,000	\$1,350	\$0

## Other important information

### You can cancel this policy

You can cancel this policy by contacting us online or by email or phone. Once cyclone season starts, we consider your premium as being fully earned and there can be no refund if you ask us to cancel your policy after that date. We've detailed the dates for cyclone season in the **Glossary** on page 15.

We may cancel or avoid this policy according to the express rights of cancellation and/or avoidance set out in the headings:

1. **You have certain responsibilities** on page 9.
2. **You have certain responsibilities at claim time** on page 11.
3. **Making changes to this policy** on page 13.

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.

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

### Making changes to this policy

You can alter this policy as long as we agree to that alteration and confirm 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 more cover
3. if we're no longer able to secure reinsurance protection for perils covered by this policy.

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 Tongan law**

### **Tonga has jurisdiction**

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

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

### **Tongan currency and taxes apply**

All sums insured and policy limits are expressed in Tongan currency. All claims will be paid in Tongan currency.

If anything changes in Tonga's laws or in its interpretation occurring after the start date of the policy that may affect our liability to pay taxes or the tax treatment of premiums or claims and benefits, then we may, on a reasonable basis, change the provisions of your policy in whatever way we believe appropriate, to reflect the additional tax burden, government charges or relief.

### **How we'll communicate with you**

We'll communicate with you using text message. Otherwise, we'll use your last notified email address or physical address.

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

You must tell us if you change your mobile phone number and your email or physical address.

### **Talk to us if you have a concern**

We always strive to give the best possible service. So, if you're not happy with something – anything – please let us know. We'll aim to get it sorted for you quickly and fairly.

Often a quick conversation with us can help straighten things out. But every now and then an issue might occur that can't be easily resolved. If that's the case, we'll talk you



through our internal disputes resolution procedure. And if we still can't agree, we'll let you know how you can access our external disputes resolution provider.

If you would like more information, check out [towerinsurance.to/contact-us/complaints-procedure](https://towerinsurance.to/contact-us/complaints-procedure)



## Glossary

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

### **Certificate of insurance**

The certificate of insurance first issued to you, or any further certificate issued following a change to the policy or a renewal of the policy (whichever applies at the time of the event). It provides details of the level of cover you selected.

### **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.

### **Cyclone category**

The Saffir-Simpson hurricane scale level for the named cyclone when it is at its nearest point to the situation.

### **Cyclone season**

The period from 15<sup>th</sup> October to 30<sup>th</sup> April the following year.

**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.

**JTWC**

The Joint Typhoon Warning Centre.

**Loss**

Any property damage, financial loss, loss of income, or other increased costs of living or expenses like childcare, eldercare, food, transportation, and temporary housing.

**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. Cover starts on the start date of your period of insurance and ends the earlier of 11:59pm on the next 31 July or at the effective time of cancellation of the policy.

**Qualifying cyclone event**

A cyclone event that meets all the criteria for a claim to be valid, as detailed in the section ***What you are insured for*** on page 6.

**Qualifying distance**

The distance in a straight line from the recorded track of the centre of the named cyclone to the nearest point of the situation. This data is collected by JTWC at 3 hourly intervals. The track of the cyclone is plotted in a straight line between the locations found at each 3-hour interval.

**Situation**

The address that is shown on your certificate of insurance named as the Situation where you own that property or business or where you normally reside or where you have a vested or beneficial interest.

**Sum insured**

The figure specified on your certificate of insurance. This is the maximum amount we will pay during any one period of insurance, irrespective of the number of qualifying cyclone events.

**Time element loss**



Time element loss means business interruption, contingent business interruption or any other consequential losses.

**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 (Tonga) Limited.

**Wind speed**

The one-minute mean wind speed as published by the Joint Typhoon Warning Centre (JTWC).

**You or your**

The person named on your certificate of insurance as the insured.