

Standard Safety Net[®]

Contractors Combined Liability Insurance Policy



vero liability
insurance limited

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360TLCSSSV423



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This combined liability insurance package contains the following policies. The coverage under each policy is briefly outlined below. The Policy Schedule indicates which policies have been selected.

Section 1	Public & Products Liability Claims made against the Insured for compensation and the costs to defend such claims, in respect of unexpected or unintended personal injury or property damage arising in the course of the Business described in the Policy Schedule.	VL POL PL-032022 (01)
Section 2	Employers Liability Claims for damages made against the Insured by employees and the costs to defend such claims, in respect of personal injury to employees sustained in the course of employment and not covered by the Accident Compensation Act 2001.	VL POL EL-052016 (04)
Section 3	Statutory Liability Defence costs and penalties in respect of prosecutions brought by regulatory authorities under various acts of parliament for alleged statutory breaches which may result in criminal conviction with accompanying financial penalties and/or awards.	VL POL STAT-032022 (01)

SECTION 1

Public & Products Liability

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Insuring Clauses

1. In consideration of the payment of the premium, in reliance on the written proposal and declaration and any other underwriting information provided (which shall be deemed to be the basis of this Policy), and subject to its terms, conditions, exclusions, memoranda and endorsements, Vero Liability Insurance Limited ("the Company") will indemnify the Insured for all amounts which the Insured shall become legally liable to pay as Compensation in respect of:
 - (a) Personal Injury; or
 - (b) Property Damage; or
 - (c) Completed Operations Hazards; or
 - (d) Products Hazards,
 happening within the Policy Territory during the Period of Insurance caused by an Occurrence in connection with the Business of the Insured.
2. In addition to the applicable Limit of Indemnity, in respect of any valid claim under this Policy, the Company will:
 - (a) pay all defence costs, the costs of any investigations or negotiations incurred by the Company or by the Insured with the prior written consent of the Company provided that the Limit of Indemnity under the Policy or any Sub-Limit has not previously been exhausted;
 - (b) pay the Insured's expenses for first aid to others in respect of Personal Injury.

Limit of Indemnity and Excess

1. For the purpose of determining the limit of the Company's liability, all Personal Injury and Property Damage arising out of continued or repeated exposure to substantially the same general conditions shall be considered as arising out of one Occurrence.
2. The limit of the Company's liability under Insuring Clause 1 in respect of any one Occurrence shall not exceed the Limit of Indemnity stated in the Schedule.
3. The total aggregate liability of the Company under Insuring Clause 1 during any one Period of Insurance for all claims arising out of the Completed Operations Hazard and/or Products Hazard as defined shall not exceed the Limit of Indemnity stated in the Schedule.
4. In respect of all claims made against the Insured arising from any one Occurrence the amount of the Excess stated in the Schedule or in any memorandum shall be borne by the Insured at their own risk and the Company shall only be liable to indemnify the Insured in excess of such amount.

Memoranda Sub-Limits and Excesses

These memoranda are subject to the terms, conditions and exclusions of the Policy, unless otherwise stated.

Any Sub-Limit of Indemnity applying to a memorandum shall form part of and not be additional to the Limit of Indemnity stated in the Policy Schedule.

Any Excess applying to a memorandum shall apply in lieu of the Public & Products Liability Excess stated in the Schedule.

1. Advertising Liability

Notwithstanding Exclusion 5 - Defamation, the Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation in respect of claims for:

- (a) unintentional defamation; and/or
- (b) unintentional infringement of copyright, infringement of title, infringement of slogan; and/or

- (c) unfair competition, misappropriation of advertising ideas, misappropriation of style of doing business; and/or

- (d) invasion of privacy committed or alleged to have been committed in any advertisement;

and arising out of any advertising activities conducted by the Insured or on the Insured's behalf, all happening during the Period of Insurance in connection with the Business of the Insured.

The Company will not indemnify the Insured for any claim in respect of or alleging or arising out of:

- (a) statements made by the Insured or at the Insured's direction with knowledge that such statements are false;
- (b) the failure of performance of contract. However this limitation will not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- (c) incorrect description of the Insured's Products or services;
- (d) mistakes in advertised price of the Insured's Products or services;
- (e) the failure of the Insured's Products or services to conform with advertised performance, quality, fitness or durability;
- (f) any liability incurred by the Insured if the Business of the Insured includes advertising, broadcasting, publishing or telecasting.

The Sub-Limit of Indemnity is as stated in the Schedule for any one claim under this memorandum and in the aggregate during any one Period of Insurance.

The Excess is as stated in the Schedule.

2. Contractors or Sub-contractors

The definition of Insured is extended to include 'labour only' contractors or 'labour only' sub-contractors employed by the Insured named in the Schedule or its subsidiaries.

Provided that this memorandum only applies while such contractors or sub-contractors are undertaking work for the Insured in the course of the Business of the Insured and:

- (a) such contractors or sub-contractors are not otherwise insured under any other policy;
- (b) such contractors or sub-contractors are excluded from the indemnity provided by the provisions of Condition 5 - Cross Liability.

3. Defective Workmanship

Notwithstanding Exclusion 8 - Insured's Products or paragraph (c) of Exclusion 9 - 'Leaky Buildings' - Moisture or Water Penetration, Building Defects, the Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation for the costs in respect of physical injury to or destruction of the Insured's Products, where that physical injury or destruction:

- (a) arises out of the Insured's Defective Workmanship, and
- (b) is neither expected nor intended from the standpoint of the Insured, and
- (c) happens during the Period of Insurance in connection with the Business of the Insured.

Provided that this memorandum will not indemnify the Insured in respect of liability:

- (a) for the costs resulting from or remedying a defect in manufacture or in any design, plan or specification;
- (b) indemnified under the Service and Repair memorandum.

The Sub-Limit of Indemnity is as stated in the Schedule for any one Occurrence and in the aggregate during any one Period of Insurance.

The Excess is as stated in the Schedule.

For the purposes of this memorandum 'Defective Workmanship' means:

defective construction work, defective erection work, defective installation work, defective repair work, defective service work, defective treatment work or defective alteration work performed by the Insured on the Insured's Products.

For the avoidance of doubt this memorandum is otherwise subject to Exclusion 9 – "Leaky Buildings" – Moisture or Water Penetration, Building Defects.

4. Fire Protection Costs

The Company will indemnify the Insured for all sums that the Insured shall become legally liable to pay as Compensation for costs incurred by any other party in order to protect property from a fire that is posing an imminent threat of damage to that property. The fire must occur:

- (a) during the Period of Insurance; and
- (b) be in connection with the Business of the Insured.

This memorandum applies:

- (a) whether or not Property Damage has occurred;
- (b) to machinery, plant, trailers or mechanically propelled vehicles (in so far as liability covered under this memorandum is not otherwise insured).

The Sub-Limit of Indemnity is as stated in the Schedule for any one Occurrence and in the aggregate during any one Period of Insurance for all costs incurred and/or for all sums payable to any claimant or any number of claimants in respect of or arising out of any Occurrence or in respect of or arising out of all Occurrences of a series consequent on or attributed to one source or original cause.

The Excess is as stated in the Schedule.

5. Goods on Hook

Notwithstanding Exclusion 4 - Care, Custody or Control, the Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation for Property Damage to property which is damaged whilst it is slung on or on the hook of any crane or similar apparatus which is being utilised by and under the control of the Insured and arising in connection with the Business of the Insured.

The Sub-Limit of Indemnity is as stated in the Schedule for any one Occurrence.

The Excess is as stated in the Schedule.

6. Hazardous Substances Emergency

The Company will indemnify the Insured in respect of any charge imposed upon the Insured in respect of any attendance at any hazardous substances emergency incident arising during the Period of Insurance and in connection with the Business of the Insured at any of the Insured's premises or any work site under the Insured's control.

The Sub-Limit of Indemnity is as stated in the Schedule for any one incident and in the aggregate during any one Period of Insurance.

The Excess is as stated in the Schedule.

7. Innkeeper's Liability

Notwithstanding Exclusion 4 - Care, Custody or Control, the Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation under the Innkeepers Act 1962 for loss of or damage to property

happening during the Period of Insurance and in connection with the Business of the Insured.

The Excess is as stated in the Schedule.

8. Keys and Locks

The Company will indemnify the Insured for all sums that the Insured is legally liable to pay for the reasonable cost of re-cutting keys and/or the replacement of locks, where keys, locks or security codes have been lost by or stolen from the Insured during the Period of Insurance in the course of the Business of the Insured.

The Sub-Limit of Indemnity is as stated in the Schedule for any one Occurrence and in the aggregate during any one Period of Insurance.

The Excess is as stated in the Schedule.

9. Product Recall

Notwithstanding Exclusion 13 - Product Recall, the Company will indemnify the Insured for an amount not exceeding 90% of costs and expenses above the Excess reasonably incurred with the Company's consent in the recall or withdrawal from sale or use of any of the Insured's Products happening during the Period of Insurance within the Policy Territory.

Provided that the Insured's Products:

- (a) are defective or alleged to be defective; and
- (b) may cause Personal Injury or Property Damage which may result in a valid claim under the Policy and it is reasonably foreseeable that such Personal Injury or Property Damage is/are likely to arise if no such recall or withdrawal is undertaken.

The Sub-Limit of Indemnity is as stated in the Schedule for any one recall or withdrawal and in the aggregate during any one Period of Insurance.

The Excess is as stated in the Schedule.

10. Property in Care, Custody or Control

Notwithstanding Exclusion 4 - Care Custody or Control, the Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation in respect of Property Damage to property including employees' property whilst such property is in its care, custody or control in connection with the Business of the Insured.

In respect of this memorandum 'property' does not include Vehicles.

The Sub-Limit of Indemnity is as stated in the Schedule for any one Occurrence.

The Excess is as stated in the Schedule.

This memorandum does not apply to real property, property owned by or premises leased or rented to or by the Insured.

11. Property Owner's Liability

The Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation in respect of Personal Injury or Property Damage happening during the Period of Insurance in connection with the Business of the Insured arising out of or in connection with the Insured's legal ownership, but not physical occupation of any premises.

12. Punitive or Exemplary Damages

The Company will indemnify the Insured for all sums that the Insured is legally liable to pay as punitive or exemplary damages awarded by a court in New Zealand for claims for Personal Injury arising out of an Occurrence and in connection with the Business of the Insured during the Period of Insurance within New Zealand.

Provided that any such claim or the Occurrence giving rise to the claim are notified to the Company within the Period of Insurance or within 60 days of its expiry.

The Sub-Limit of Indemnity is as stated in the Schedule for any one Occurrence and in the aggregate during any one Period of Insurance.

The Excess is as stated in the Schedule.

13. Service and Repair

Notwithstanding Exclusion 2 - Aircraft, Watercraft and Vehicles, Exclusion 4 - Care, Custody or Control and Exclusion 8 - Insured's Products, the Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation in respect of Property Damage happening during the Period of Insurance in connection with the Business of the Insured and arising from the service or repair by the Insured or whilst in the care custody or control of the Insured for the purposes of service or repair of any:

- (a) Vehicle; or
- (b) watercraft not exceeding ten (10) metres in length including its engine, motor, machinery, accessories or fittings or equipment; or
- (c) machinery or equipment.

Provided that this memorandum does not apply to:

- (a) any Vehicle or watercraft, machinery or equipment owned, hired, leased or rented by the Insured;
- (b) the cost of rectifying, repairing or remedying defective workmanship in respect of the actual part or parts worked on but resultant Property Damage arising from defective materials or workmanship is not excluded;
- (c) liability indemnified under Memorandum 3 - Defective Workmanship.

The Sub-Limit of Indemnity is as stated in the Schedule for any one Occurrence.

The Excess is as stated in the Schedule.

For the avoidance of doubt, the Company will indemnify the Insured under Products Hazard for all sums that the Insured is legally liable to pay in respect of Property Damage to any property (other than to the Vehicle or watercraft, equipment or machinery serviced or repaired) or Personal Injury arising from or in connection with any service or repair.

14. Tenant's Liability

The Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation in respect of Property Damage happening during the Period of Insurance in connection with the Business of the Insured to premises (including landlord's fixtures and fittings) leased or rented, but not owned, by the Insured always subject to the Property Law Act 2007.

15. Trade Advice or Services

Notwithstanding Exclusion 14 - Professional Liability, the Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation in respect of claims for Personal Injury or Property Damage happening during the Period of Insurance in connection with the Business of the Insured and arising out of an error or omission in:

- (a) advice or services;
- (b) product training and/or demonstrations, rendered by the Insured without charge.

For the avoidance of doubt this memorandum is subject to Exclusion 9 - "Leaky Buildings" - Moisture or Water Penetration, Building Defects.

16. Underground Services

The Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation in respect of Property Damage to existing underground services, reticulation or property happening during the

Period of Insurance in connection with the Business of the Insured provided that:

- (a) prior to the commencement of any excavation work the Insured has obtained plans or other appropriate information on the existence and location of such services from the owner of the underground services, or any relevant authority, or corporation or company; and
- (b) the Insured took all reasonable precautions to prevent Property Damage.

17. Unmanned Aerial Vehicles

Notwithstanding Exclusion 2 - Aircraft, Watercraft and Vehicles, the Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation in respect Personal Injury or Property Damage happening during the Period of Insurance in connection with the Business of the Insured arising out of the ownership, operation or use of any unmanned aerial vehicle (UAV), remotely piloted aerial systems (RPAS) or drone, (howsoever called) any of which has a gross take-off weight not exceeding 15 kilograms.

The Sub-Limit of Indemnity is as stated in the Schedule for any one Occurrence.

The Excess is as stated in the Schedule.

18. USA/Canada Coverage (Products only)

Where Products Territory is stated in the Policy Schedule as Worldwide then the following limitation shall apply:

In respect of any judgment, award or settlement made within the legal jurisdiction of the United States of America and/or Canada and/or their protectorates, this extension shall only apply in respect of the Insured's Products exported into the United States of America and/or Canada and/or their protectorates.

Provided that this memorandum shall not apply to claims in respect of:

- (a) punitive and/or exemplary damages;
- (b) contamination or pollution by the harmful nature of any substance discharged, dispersed, released or escaping into or upon land, the atmosphere or any watercourse or body of water. It is further agreed that expenses for the prevention and clean up of such contamination or pollution shall also form part of this exception and shall not be recoverable under this Extension.
- (c) the operation by the Insured or any agents of them within the United States of America, and/or Canada of any premises or plant for the manufacturing, processing, treating, distribution and/or storage of the Insured's Products.

In respect of all claims which fall under the terms of this memorandum:

- (i) the Limit of Indemnity is inclusive of costs.
- (ii) should any dispute arise between the Insured and the Company over the application of this memorandum, such dispute shall be determined in accordance with New Zealand law and practice and by a court of competent jurisdiction in New Zealand.
- (iii) the Excess as stated in the Policy Schedule is inclusive of costs.

19. USA/Canada Visits

Notwithstanding Condition 18 - Territory and Jurisdiction, the Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation for Personal Injury or Property Damage happening during the Period of Insurance arising out of any Occurrence in the United States of America and Canada and territories under their legal jurisdiction (USA/Canada) resulting from the actions of any non-resident Insured temporarily

visiting USA/Canada in the course of the Business of the Insured.

Provided that:

- (a) in respect of this memorandum cover granted under Memorandum 12 - Punitive or Exemplary Damages, does not apply;
- (b) the Insured has no subsidiary operation, branch or premises in USA/Canada;
- (c) any work performed in, on, or in connection with the Insured's Products is excluded;
- (d) the ownership, possession, control or maintenance or use of any Vehicle or watercraft is excluded.

Notwithstanding Insuring Clause 2 the Limit of Indemnity in respect of this memorandum is inclusive of costs and expenses and applies in the aggregate in any one Period of Insurance.

20. Vehicles – Additional Provisions

Notwithstanding Exclusion 2 - Aircraft, Watercraft and Vehicles and Exclusion 4 - Care, Custody or Control the Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation in respect of Personal Injury or Property Damage happening during the Period of Insurance in connection with the Business of the Insured:

1. Vehicles - Loading & Unloading
arising from loading or unloading any Vehicle used by or on behalf of the Insured but not in its care, custody or control;
2. Vehicles - "Tool of Trade" Functions
arising from any Vehicle while it is being operated for its specialised function or purpose, and not as a Vehicle;
3. Vehicles in Insured's Car Parks
in respect of Vehicles, other than Vehicles owned or used by or on behalf of the Insured, in the care, custody or control of the Insured, only whilst such Vehicles are in a car park owned or operated by the Insured, other than for income or reward as a car park operator;
4. Vehicles' Weight/Vibration Damage
to any bridge, viaduct, weigh bridge, road or anything beneath the Vehicle caused by vibration or by the weight of any Vehicle and/or its load provided that such Vehicle was not being driven or operated in breach of any regulatory weight restrictions.

21. Vehicle Inspection Certification

The Company will indemnify the Insured against all claims made within the Period of Insurance for which the Insured is legally liable to pay as Compensation and which arise by reason of any negligent act, error or omission on the part of the Insured in the conduct of the Business of the Insured which, for the purposes of this memorandum, is deemed to be:

"The inspection and certification of Vehicles for the purpose of issuing warrants of fitness or certificates of fitness as may be required under any road transport legislation, rules or regulations",

provided that the Insured and/or its employees are duly authorised to issue such inspection certificates.

The Sub-Limit of Indemnity is as stated in the Schedule and in the aggregate during any one Period of Insurance. The Excess is as stated in the Schedule.

This memorandum does not apply to the valuation or pre-purchase appraisal of any Vehicle, motorcycle, watercraft and/or any other property whatsoever.

22. Vibration or Removal of Support

The Company will indemnify the Insured for all sums that the Insured is legally liable to pay as Compensation in respect of Personal Injury or Property Damage happening during the Period of Insurance in connection with the Business of the Insured and arising from vibration of, underpinning of, removal of, weakening of, or interfering with the support of land or buildings.

23. Welding/Gas Cutting/Burning Off/Use of Explosives

Notwithstanding exclusion 17 - Welding/Gas Cutting/Burning Off/Use of Explosives, the Company will indemnify the Insured for all sums the Insured is legally liable to pay as Compensation in respect of Personal Injury or Property Damage happening during the Period of Insurance for the following work carried out in connection with the Business of the Insured:

- (a) welding; and/or
- (b) gas cutting; and/or
- (c) burning-off of any substance; and/or
- (d) the use of explosives.

Provided that reasonable care is taken to ensure the welding, gas cutting, burning-off or use of explosives is carried out in accordance with all relevant New Zealand standards, regulations or permit conditions or equivalent overseas standards, regulations or permit conditions.

Exclusions

This Policy does not apply to:

1. Accident Compensation

claims for payment under any Accident Compensation Act, Workers or Workmen's Compensation legislation in any country by any person in the service of any contractor or sub-contractor to the Insured or any dependant of such person.

2. Aircraft, Watercraft and Vehicles

Personal Injury or Property Damage arising out of ownership, possession, maintenance, operation, use, loading or unloading by the Insured, or by any person in the course of his/her employment by any Insured, of:

- (a) any aircraft;
- (b) any watercraft exceeding ten (10) metres in length;
- (c) any Motor Vehicle which is required by law to be registered for road use.

3. Asbestos

any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses, including defence costs and expenses, directly or indirectly arising out of, resulting from or in consequence of, asbestos in whatever form or quantity.

4. Care, Custody or Control

Property Damage to property which is in the Insured's care, custody or control.

5. Defamation

liability resulting from a defamatory statement published at the Insured's direction knowing its falsity; or resulting from publishing, advertising, broadcasting or television activities of or on behalf of the Insured.

6. Employees Personal Injury

claims in respect of Personal Injury to any person arising out of or in the course of employment of such person in the service of the Insured. But this Exclusion does not apply with respect to liability of others assumed by the Insured under written contract.

7. Fines Penalties etc

liability for any fines, penalties, performance warranty or liquidated damages.

8. Insured's Products

Property Damage to the Insured's Products arising out of such products or any part of such products.

9. "Leaky Buildings" - Moisture or Water Penetration, Building Defects

any liability for, or to fulfil any obligation in respect of Personal Injury or Property Damage which is directly or indirectly caused or contributed to or arises from:

- (a) moisture or water or the penetration of external moisture or water; or
- (b) the action or effects of mould, fungi, mildew, rot, decay, micro-organisms, bacteria, protozoa or any similar or like forms; or
- (c) the failure of any building or structure to comply with or perform to the requirements of any building code or to meet the level of performance, quality, fitness or durability of its intended purpose.

In addition, the Company shall not be liable for any costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposal of, or in any way responding to or assessing the effects of mould, fungi, mildew, rot, decay, micro-organisms, bacteria, protozoa or similar or like forms.

This exclusion shall not apply to any claim for Personal Injury or Property Damage that is caused by or arises out of leakage from internal water pipes or cisterns.

10. Loss of Use

loss of use of tangible property which has not been physically injured or destroyed resulting from:

- (a) a delay in or lack of performance by or on behalf of the Insured of any contract or agreement;
- (b) the failure of the Insured's Products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Insured.

But this exclusion does not apply to loss of use of other tangible property resulting from sudden and accidental physical injury to or destruction of the Insured's Products or work performed by or on behalf of the Insured after such products or work have been put to use by any person or organisation, other than an Insured.

11. Pollution

Personal Injury or Property Damage arising out of discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water. But this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental but also takes place in its entirety at a specific time and place.

12. Products Contractual Liability

for Products Hazard only, liability assumed by the Insured under any agreement, other than written contracts approved by the Company. But this exclusion does not apply to a warranty of fitness or quality of the Insured's Product, or a warranty that work performed by or on behalf of the Insured will be done in a workmanlike manner.

13. Product Recall

Compensation claimed for the withdrawal, inspection, repair, replacement or loss of use of the Insured's Products, or work completed by or for the Insured, or of

any property of which such products or work form a part, if such products, work or property are recalled or withdrawn from the market or from use because of any known or suspected defect or deficiency.

14. Professional Liability

breach of a duty owed in a professional capacity by the Insured and/or persons for whose breaches of such duty the Insured may be legally liable. But this exclusion does not apply to the provision of or failure to provide, professional medical treatment and/or advice by medical practitioners, nurses, dentists and first aid attendants employed by the Insured to provide services on the Insured's premises.

15. Radioactivity

Personal Injury or Property Damage directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

16. War, Terrorism

death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property under the order of any government or public or local authority; or

- (b) any Act of Terrorism.

Definition: "Act of Terrorism" means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic, or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

17. Welding/Gas Cutting/Burning Off/Use of Explosives

sums the Insured becomes legally liable to pay in respect of Personal Injury or Property Damage in connection with:

- (a) welding; or
- (b) gas cutting; or
- (c) burning-off of any substance; or
- (d) the use of explosives.

Conditions

1. Assignment

No assignment of interest under this policy shall bind the Company unless its written consent is endorsed on this policy.

2. Cancellation

The Insured may cancel this Policy at any time by giving written notice to their broker or the Company.

The Company may cancel the Policy at any time by giving written notice to the Insured or their broker. Cancellation will take effect at 4pm on the 30th day after the date of the notice.

All notices to be given to or by the Company may be delivered personally, posted or emailed to the last known contact address of the relevant party.

The Company will refund any unexpired premium, on a pro-rata basis.

3. Claims

In the event of an Occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances, and the names and addresses of the Insured and of available witnesses, shall be given by or for the Insured to the Company or any of its authorised agents as soon as practicable.

If a claim is made or suit is brought against the Insured the Insured shall immediately forward to the Company every demand, notice, summons or other process received by it or its representative.

The Insured shall co-operate with the Company and, upon the Company's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation, who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this Policy, and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The Insured shall not admit liability for or settle any claim, or incur any costs or expenses in connection with a claim, without the prior written consent of the Company which shall be entitled to take over and to conduct in the name of the Insured (which shall be a condition precedent to the Insured's right to be covered under this Policy) the defence or settlement of any claim, and any counterclaim.

Nevertheless, neither the Insured nor the Company shall be required to contest any legal proceedings unless a King's, Queen's or Senior Counsel (to be mutually agreed) shall advise that such proceedings should be contested.

If the Insured shall refuse to consent to any settlement recommended by the Company, and shall elect to contest or continue any legal proceedings, the Company's liability for the claim shall not exceed the amount for which the claim could have been so settled (less the Excess stated in the Schedule), plus the costs and expenses incurred up to the date of such refusal.

4. Compliance

Compliance by or for the Insured with the obligations in Conditions 3, 6, & 16 shall be a condition precedent to the Company's liability in respect of any claim.

5. Cross Liability

Where the Insured is comprised of more than one entity the words "the Insured" shall be considered as applying to each such entity, other than partners in a partnership, in the same manner as if that entity was the only named Insured.

6. Declarations

By acceptance of this Policy, the Insured agrees that the statements in the declarations are its agreements and representations, that this Policy is issued in reliance upon the accuracy of such representations and that this Policy embodies all agreements existing between itself and the Company or any of its authorised agents relating to this insurance.

7. Fraud

If any claim under this Policy shall be in any respect fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf, to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.

8. Goods and Services Tax

If on receipt of any payment for indemnity under this Policy the Insured is liable to pay tax under Section 5(13) of the Goods and Services Tax Act 1985 (or the section's equivalent, if replaced) the Company will indemnify the Insured for the cost of that tax over and above the Limit of Indemnity otherwise stated in the Policy.

9. Inspection and Audit

The Company shall be permitted, but not obligated, to inspect the Insured's records, property and operations at any time. Neither the Company's rights of inspection, actual inspections, nor any report following inspection shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe, healthful or in compliance with any law, rule or regulation.

10. Interpretation

This Policy and the Schedule shall be read together as one contract, and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such meaning wherever it shall appear.

The paragraph headings in this Policy are included for illustrative purposes only and do not form part of the Policy for the purposes of construction or interpretation. Defined terms are capitalised.

11. Joint Insureds

Where the Insured is comprised of more than one entity, the proposal for this insurance shall be deemed to have been furnished by and on behalf of all such entities, and any information supplied to the Company, or any omission or non-disclosure in relation to any renewal or extension, shall also be deemed to have been furnished, omitted or withheld (as the case may be) on behalf of all such entities.

12. Other Insurance

If, at the time of an Occurrence under this Policy, there is, or would be but for the existence of this Policy, any other policy applicable to such Occurrence and effected in favour of the Insured, this Policy shall be insurance in excess of the amount of liability covered under such other policy and the Limit of Indemnity under this Policy shall be reduced by the amount of the limit of indemnity afforded under such other policy. This condition applies, even if the other policy has a condition to similar effect.

13. Policy Jurisdiction

This Policy shall be governed by the laws of New Zealand whose courts shall have exclusive jurisdiction.

14. Premium

If the first or renewal premium for this Policy, or any part of it, shall have been calculated on estimates furnished by the Insured, then the Insured shall keep an accurate record containing all relevant particulars, and shall at all times allow the Company to inspect such a record. The Insured shall within thirty (30) days after the expiry of each Period of Insurance furnish to the Company such particulars and information as the Company may require. The premium for such Period of Insurance shall then be adjusted, and any difference shall be paid by or allowed to the Insured, as the case may be, subject to receipt and retention of the minimum premium charged by the Company.

15. Priority of Clauses and Memoranda

Where the Insured may be indemnified under:

- (a) more than one insuring clause, then cover will be provided under the insuring clause that provides for an aggregate liability of the Company in accordance with paragraph 3 of Limit of Indemnity and Excess clause;
- (b) more than one memorandum then the memorandum most favourable to the Insured will apply;
- (c) one or more of the memoranda and one or more of the insuring clauses then cover will be provided under the memorandum most favourable to the insured and not under the insuring clause(s).

16. Reasonable Care

The Insured shall:

- (a) exercise reasonable care that only competent employees be employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;
- (b) take all reasonable precautions to:
 - (i) prevent Personal Injury and Property Damage;
 - (ii) prevent the manufacture, sale or supply of defective products;
 - (iii) comply and ensure that the Insured's employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority, including for the safety of persons or property;
- (c) at the Insured's own expense take reasonable action to trace, recall or modify any of the Insured's Products containing any defect or deficiency which defect or deficiency the Insured has knowledge of or has reason to suspect.

17. Subrogation

The Company, in agreeing to indemnify the Insured in respect of any claim, shall be subrogated to all of the Insured's rights of recovery against any person or entity and shall be entitled to pursue and enforce such rights in the name of the Insured.

The Insured shall:

- (a) provide the Company with all reasonable assistance and co-operation including executing and delivering instruments or papers and take any necessary steps to secure such rights of recovery; and
- (b) shall in no way prejudice such rights of recovery.

Any monies recovered shall be applied for the benefit of the Company to the extent of the amount paid by it including costs and expenses and any remaining shall be the property of the Insured.

18. Territory and Jurisdiction

The Insurance afforded by this Policy shall apply:

- (a) with respect to the premises and operations of the Insured within the Territory stated in the Schedule;
- (b) with respect to the Products Hazard and Products Recall within the Products Territory stated in the Schedule;
- (c) with respect to incidental travel anywhere in the world.

Provided that this insurance does not apply to any claim, judgment, award or settlement made outside the Jurisdiction stated in the Schedule or to any order made outside those Jurisdictions to enforce such claim judgment award or settlement either in whole or in part.

19. Waiver of Privilege

If the Company instructs any lawyer to investigate or defend any claim against the Insured, the Insured authorises the lawyer to provide to the Company any documents, information or advice in respect of the claim, including in relation to indemnity, and the Insured waives any privilege to the extent necessary to give full effect to the Company's entitlement in this respect.

Definitions

1. Act

means, as the context requires, any Act of the New Zealand Parliament or any amendment to, re-enactment, replacement or substitution of any such Act and any rules or regulations or other subordinate legislation made under such Act.

2. Business of the Insured

means the business conducted by the Insured described in the Schedule but including the following related ancillary activities:

- (a) staff room facilities, social, sports, welfare and similar activities;
- (b) fire & disaster response; first aid and medical services;
- (c) exhibitions, trade fairs, conferences;
- (d) sponsorships, charitable or fundraising activities;
- (e) property owners, lessors, lessees and tenants;
- (f) any other activity undertaken by the Insured for which prior written approval has been given by the Company.

3. Compensation

means any amount payable as compensation and includes damages, interest, claimant's costs and disbursements.

4. Completed Operations Hazard

means Personal Injury and Property Damage arising out of Operations, or reliance upon a representation or warranty made at any time with respect to Operations, but only if the Personal Injury or Property Damage occurs after such Operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured.

"Operations" means the task(s), job(s) or contract to be performed by the Insured and includes materials, parts or equipment furnished in connection with them.

Operations shall be deemed completed at the earliest of the following times:

- (a) when all Operations to be performed by or on behalf of the Insured under the contract have been completed;
- (b) when all Operations to be performed by or on behalf of the Insured at the site of the Operations have been completed;
- (c) when the portion of work out of which the injury or damage arises has been put to its intended use by any person or organisation, other than another contractor or subcontractor engaged in performing Operations for a principal as a part of the same project.

The Completed Operations Hazard does not include Personal Injury or Property Damage arising out of:

- (a) Operations in connection with the transportation of property, unless the Personal Injury or Property Damage arises out of a condition in or on a Vehicle created by its loading or unloading;
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials.

5. Excess

means the amount stated in the Schedule and as described in paragraph 4 of Limit of Indemnity and Excess clause.

6. Insured

means the Insured stated in the Schedule, and:

- (a) any Subsidiary Company (including its subsidiaries) of the Insured, and any other organisation under the control of the Insured and over which it is exercising active management;
- (b) any director, employee, partner or shareholder of the Insured, but only whilst acting within the scope of their duties in such capacity;
- (c) any person, principal, organisation, trustee or estate to whom or to which the Insured is obligated by virtue of a written contract to provide insurance as is afforded by this Policy, but only to the extent required by such contract and, in any event, only for such coverage and Limit of Indemnity as provided in this Policy;
- (d) any social and/or sporting club formed with the consent of the Insured, including any office bearer or member in their capacity as such;
- (e) any new organisation acquired by the Insured during the Period of Insurance through consolidation, merger, purchase of the assets of or assumption of control and active management, provided such acquisition or assumption is reported to the Company within ninety (90) days after it is effected and provided further that such acquisition is endorsed on this Policy.

7. Insured's Products

means any thing (after it has ceased to be in the possession or under the control of the Insured) manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by the Insured (including any container, other than a vehicle).

8. Limit of Indemnity

means the amount of the Limit of Indemnity stated in the Schedule.

9. Occurrence

means an event, including a continuous or repeated exposure to conditions, which results in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Insured.

10. Period of Insurance

means the period stated in the Schedule unless terminated earlier under Condition 2 - Cancellation.

11. Personal Injury

means:

- (a) bodily injury, sickness or disease including death resulting at any time; disability, shock, mental anguish or injury and humiliation;
- (b) false or wrongful arrest, imprisonment, detention or eviction;
- (c) defamation;
- (d) invasion of privacy;
- (e) assault or battery not committed by or at the direction of the Insured,

occurring during the Period of Insurance.

12. Policy

means this document, its Schedule and any endorsements subsequently issued.

13. Products Hazard

means Personal Injury or Property Damage arising out of the Insured's Products, or reliance upon a representation or warranty made at any time with respect to such Products, but only if the Personal Injury or Property Damage occurs away from premises owned by or leased or rented to the Insured and after physical possession of such products has been relinquished to others.

14. Property Damage

means:

- (a) physical injury to or destruction of tangible property which occurs during the Period of Insurance including resulting loss of use at any time;
- (b) loss of use of tangible property, which has not been physically injured or destroyed, which occurs during the Period of Insurance, provided such loss of use is caused by an event including a continuous or repeated exposure to conditions neither expected or intended by the Insured.

15. Schedule

means the current Schedule attaching to this Policy duly signed by an authorised officer of the Company.

16. Sub-Limit of Indemnity

means the sub-limit of indemnity stated in the Schedule.

17. Subsidiary Company

means any company that is or was:

- (a) controlled by the Insured through legal or beneficial ownership of more than 50% of the issued voting stock; or
- (b) deemed a subsidiary of the Insured by virtue of any applicable legislation or law, including companies held either directly or indirectly through one or more subsidiaries (ie, subsidiaries of subsidiaries).

18. Vehicle or Motor Vehicle

means any type of machine as defined under the Land Transport Act 1998, or under the laws of the country in which the machine is operated (as the case may be).

SECTION 2

Employers Liability

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Insuring Clause

In consideration of payment of the premium, in reliance on the proposal and declarations (which shall be deemed to be the basis of this policy) and subject to its terms, conditions, exclusions, warranties and endorsements, Vero Liability Insurance Limited ("the Company") will indemnify the Insured against all claims for Damages, and all Defence Costs, which the Insured shall become legally liable to pay as a result of any employee (including any temporary or part-time employee) of the Insured sustaining Personal Injury arising out of or in the course of their employment and which is notified to the Company during the Period of Insurance stated in the Schedule or within 30 days after its expiry, or, if exercised, the Extended Reporting Period.

Provided that:

- (a) the Personal Injury has taken place on or after the Retroactive Date;
- (b) the maximum amount payable by the Company for Damages and Defence Costs for all claims under this policy shall not exceed the Limit of Indemnity stated in the Schedule.

Limit of Indemnity and Excess

All claims for Damages and Defence Costs arising out of any one Personal Injury or inter-related Personal Injuries are deemed to be one claim. Any claim arising from inter-related Personal Injuries is deemed to have originated in the earliest period of insurance in which any of the Personal Injuries is first notified to the Company.

The Company's liability under this policy applies only to that part of such claims exceeding the Excess stated in the Schedule.

Subject to Extension 2 - Goods and Services Tax of this policy, the Company's aggregate liability under this policy in respect of claims arising out of Personal Injuries will not exceed the Limit of Indemnity stated in the Schedule.

Extended Reporting Period

If the Company terminates or refuses to renew this policy, the Insured is entitled to an extension of the cover granted under this policy for a further period of twelve (12) months immediately following termination or non-renewal of the policy, but only in respect of any Personal Injury taking place both before the effective date of termination or non-renewal and after the Retroactive Date. If this right is exercised, then this further period shall be part of the last Period of Insurance and not an additional period.

The entitlement to this extension must be exercised by written notice to the Company prior to the effective date of termination or within 30 days following the effective date of non-renewal.

Extensions

The terms of this policy apply to each extension to this policy unless expressly stated otherwise. The terms of each extension apply only to that extension and not to the rest of the policy unless expressly stated otherwise.

1. Health and Safety at Work Act 2015

If this extension is stated as INCLUDED in the Schedule, then this policy extends to cover the Insured and any Officer against Defence Costs and Penalties arising out of any Personal Injury which is connected with the business or affairs of the Insured and which is notified to the Company during the Period of Insurance stated in the Schedule or within 30 days after its expiry, or if exercised, during the Extended Reporting Period, provided that the Personal Injury was suffered on or after the Retroactive Date. Exclusion 4 - Fines Penalties etc and Exclusion 5 - Health & Safety Act, do not apply to this extension.

Provided that this extension shall not cover the Insured nor any Officer:

- (a) for any deliberate failure to comply with the Health and Safety in Employment Act 1992 or the Health and Safety at Work Act 2015;
- (b) if the Insured or any Officer has a Statutory Liability Defence and Penalties Insurance Policy with the Company or any other Insurer for the same Personal Injury.

For the purpose of this extension each Officer will be treated as having been issued with a separate policy.

2. Goods and Services Tax

- (a) Where the Insured is liable to pay tax under the Goods and Services Tax Act 1985 on receiving any payment under this policy, the Company will indemnify the Insured for the cost of that tax.
- (b) The amount payable under this extension is payable by the Company in addition to the stated Limit of Indemnity.

3. Newly Created or Acquired Subsidiary Company

If any Subsidiary Company is created or acquired by the Insured after the inception of this policy such Subsidiary Company shall be included as an Insured provided that:

- (a) written notice of such creation or acquisition is given to the Company together with appropriate underwriting information and the payment of any additional premium required at the next renewal date;
- (b) in respect of acquisitions, cover granted under this policy shall only apply to Personal Injuries both discovered by the Insured after the date of such acquisition and suffered after the Retroactive Date, and where the Insured has agreed to cover any such Subsidiary Company.

4. Subsidiary Company Change of Ownership

- (a) In the event that an entity ceases to be a Subsidiary Company prior to or during the Period of Insurance, cover under this policy with respect to such Subsidiary Company and the Insured shall continue until the expiry date of the Period of Insurance, provided that such cover shall only apply in respect of a Personal Injury suffered after the Retroactive Date or the date of creation or acquisition by the Insured (whichever is the later), and until the date such entity ceased to be a Subsidiary Company.
- (b) Where the entity has ceased to be a Subsidiary Company because it is acquired by a third party, then this extension shall only apply where the Insured has agreed to retain a continuing obligation to indemnify the third party for claims for Damages and Defence Costs against the Insured arising out of any Personal Injury that has been suffered whilst it is a Subsidiary Company.

Exclusions

The Company shall not indemnify the Insured:

1. Accident Compensation

for any costs or compensation for which cover to any extent is provided by the Accident Compensation Act 2001 or any other Workers Compensation legislation.

2. Asbestos

for any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, asbestos in whatever form or quantity.

3. Employment

in respect of any claim which is or should properly be brought in the Employment Tribunal or Employment Court, or for any personal grievance.

4. Fines Penalties etc

for any fine or penalty levied against the Insured, provided that this exclusion shall not apply to any punitive or exemplary damages.

5. Health & Safety Act

for any Personal Injury which has resulted from any breach or contravention of any provisions of the Health and Safety in Employment Act 1992 or Health and Safety at Work Act 2015.

6. Known Circumstances

for any circumstance or Personal Injury of which, at the commencement of the Period of Insurance or, if this policy is renewed, the effective date of renewal, the Insured is aware or ought reasonably to be aware and may give rise to a claim against the Insured.

7. "Leaky Buildings" – Moisture or Water Penetration, Building Defects

against any liability for, or fulfil any obligation in respect of any claim or defence costs, which are directly or indirectly caused by or contributed to, or arises directly or indirectly out of:

- (a) the action or effects of mould, fungi, mildew, rot, decay, gradual deterioration, micro-organisms, bacteria, protozoa or any similar or like forms, in any building or structure; or
- (b) any cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposal of, or in anyway responding to or assessing the effects of mould, fungi, mildew, rot, decay, gradual deterioration, micro-organisms, bacteria, protozoa or similar or like forms, in any building or structure; or
- (c) the failure of any building or structure to meet or perform to the requirements of the New Zealand Building Code contained in the first schedule to the Building Regulations 1992 (or any amendment or substitution thereof) in relation to:
 - (i) external water or moisture; or
 - (ii) either durability or protection from external water or moisture entering that building or structure, or the effects thereof.

8. Outside New Zealand

for any judgment entered in any Court other than a New Zealand Court, or any debt incurred by the Insured as the result of such a judgment.

9. Prior Claims

in respect of any claim made, threatened or in any way intimated against the Insured and not notified to the Company prior to the commencement of the Period of Insurance or, if this policy is renewed, prior to the effective date of renewal.

10. Prior Litigation

for any liability arising out of any litigation in existence at the commencement of the Period of Insurance.

11. Radioactivity

for Personal Injury directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.

12. Retroactive Date

for any Personal Injury which has taken place or allegedly taken place prior to the Retroactive Date stated in the Schedule.

13. War, Terrorism

for death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property under the order of any government or public or local authority; or
- (b) any Act of Terrorism.

Definition: "Act of Terrorism" means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic, or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

In respect of the Exclusions no fact pertaining to, knowledge possessed by, nor Personal Injury committed by any Insured, shall be imputed to any other Insured for the purpose of determining the availability of cover.

Conditions

1. Assignment

No assignment of interest under this policy shall bind the Company unless its written consent is endorsed on this policy.

2. Authorisation

By acceptance of this policy, the Insured agrees to act on behalf of any Subsidiary Company with respect to giving or receiving any notice of claim or termination, payment of premiums and receiving any return premiums that may become due under this policy, acceptance of endorsements, and giving or receiving of any other notice provided for in this policy, and each Subsidiary Company agrees that the Insured shall act on its behalf.

3. Cancellation

The Insured may cancel this Policy at any time by giving written notice to their broker or the Company.

The Company may cancel the Policy at any time by giving written notice to the Insured or their broker. Cancellation will take effect at 4pm on the 30th day after the date of the notice.

All notices to be given to or by the Company may be delivered personally, posted or emailed to the last known contact address of the relevant party.

The Company will refund any unexpired premium, on a pro-rata basis.

4. Claims

- (a) The Insured shall as a condition precedent to its right to be indemnified under this policy give the Company notice in writing as soon as practicable of:
 - (i) any claim made against them or any of them;

- (ii) the receipt of notice from any person or party of any intention to hold the Insured responsible for any Personal Injury for which this policy provides cover;
- (iii) any circumstance which the Insured shall become aware which may give rise to a claim or claims under this policy,

irrespective of whether the claim is considered justified and/or the quantum is likely to be within the Excess stated in the Schedule.

- (b) The insurance provided by this policy ceases absolutely at the expiry of the Period of Insurance. However, provided that the notice referred to in 4(a) has been given to the Company prior to the expiration of the Period of Insurance, within thirty (30) days after its expiry or, if exercised, during the Extended Reporting Period, any claim arising from the notified circumstances, which is subsequently made after the expiration of the Period of Insurance, shall be deemed to have been made during the subsistence of this policy.
- (c) The Insured shall give to the Company or its authorised representatives all such information and assistance as they may reasonably require. The Company may assume control and conduct of any claim, and any counterclaim (which shall be a condition precedent to the Insured's right to indemnity under this Policy).
- (d) The Insured shall not in relation to any claim under this policy:
 - (i) make any admission of liability;
 - (ii) incur any expense;
 - (iii) make any payment or settlement of liability, without the prior written consent of the Company. Such consent shall not be unreasonably withheld. The Company is not liable for any admissions, expenses, payments or settlements made without its prior written consent.
- (e) If the Insured shall refuse to consent to any settlement recommended by the Company, and shall elect to contest or continue any legal proceedings, the Company's liability for the claim shall not exceed the amount for which the claim could have been so settled (over and above the Excess stated in the Schedule), including Defence Costs incurred up to the date of such refusal.
- (f) The Insured shall not be required to contest any legal proceedings unless a King's, Queen's or Senior Counsel (to be mutually agreed upon by the Insured and the Company) shall advise such proceedings should be contested by the Insured.

5. Consolidation or Merger

If the Insured acquires by merger, consolidates with, is merged into or acquired by any other entity after the inception of the Period of Insurance, written notice shall be given to the Company as soon as practicable together with such information as the Company may require. The Company shall be paid any reasonable premium that may be required.

6. Fraud

If any claim is in any respect fraudulent, if any false declaration is made or used in support of any claim, or if any fraudulent means or devices are used by the Insured or any one acting on its behalf to obtain any benefit under this policy, all benefits will be forfeited.

7. Jurisdiction

This policy shall be governed by the law of New Zealand, the Courts of which shall have exclusive jurisdiction over any dispute.

8. Other Insurance

If, at the time of any claim arising under this policy, there is any other valid and collectable insurance covering all or part of the same Personal Injury, this policy will apply to the amount in excess of that recoverable or in fact recovered under the other insurance, whether such insurance is stated to be primary or excess, unless such other insurance is written only as specific excess insurance over the Limit of Indemnity under this policy.

9. Subrogation

- (a) The Company shall be entitled to use the name of the Insured in any proceedings to enforce, for the benefit of the Company, any order made for costs or otherwise, and shall have the right of subrogation in respect of all rights which the Insured may have against any person or entity who may be responsible to the Insured in respect of any claim for any Personal Injury covered by this policy, and the Insured shall do everything necessary to secure and preserve such rights including executing any necessary documents for the purpose of vesting such rights in the Company. Any monies recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by it in respect of that claim (including related costs and expenses), and the remaining monies shall become the property of the Insured.
- (b) If no recovery is made as a result of proceedings conducted solely by the Company, then it shall bear the expenses.

Provided that the Company waives all rights of subrogation against any Officer, unless the right of subrogation arises from the dishonest or intentional criminal conduct of the Officer.

10. Territory

This policy only provides cover for Damages and Defence Costs arising both out of Personal Injuries suffered in New Zealand and from proceedings brought in New Zealand courts.

11. Waiver of Privilege

If the Company instructs any lawyer to investigate or defend any claim against the Insured, the Insured authorises the lawyer to provide to the Company any documents, information or advice in respect of the claim, including in relation to indemnity; and the Insured waives any privilege to the extent necessary to give full effect to the Company's entitlement in this respect.

Definitions

1. Act

means, as the context requires, any Act of the New Zealand Parliament or any amendment to, re-enactment, replacement or substitution of any such Act and any rules or regulations or other subordinate legislation made under such Act.

2. Damages

means the total amount which the Insured or any Officer becomes legally obligated to pay on account of all claims, investigations, inquiries, administrative or regulatory proceedings, suits, legal actions, summons, writs, examinations made or commenced against them (including any written demands communicated to the Insured or any Officer alleging a Personal Injury by whatever means) for any Personal Injury to which cover under this policy applies, including but not limited to damages, judgments, settlements, interest, claimant costs and claimant expenses, but not including Defence Costs.

3. Defence Costs

means:

- (a) the costs and expenses (including defence witness costs and expenses and defence expert costs and expenses) of being represented at any hearing, prosecution, inquiry, investigation, proceeding, settlement negotiation or review, relating to any Personal Injury;
- (b) the costs of applying to set aside a Court order or conviction, or conducting an appeal of any action or proceeding, relating to any Personal Injury;
- (c) the costs of applying to a Court to determine whether an employee's claim for Personal Injury is properly covered by the Accident Compensation Act 2001.

4. Insured

means the company or other entity named in the Schedule and any Subsidiary Company.

5. Limit of Indemnity

means the amount of the Limit of Indemnity stated in the Schedule.

6. Officer

means any person who, at the time of an offence or alleged offence under the Act, holds the position of director, officer, trustee, manager or secretary of the Insured, trust or other organisation, or who performs the duties of director, officer, manager or secretary under any other name, or who holds any other position as an employee (whether full time, part-time or temporary) of the Insured, trust or other organisation, and includes any such person who has subsequently relinquished that position.

7. Penalties

means any:

- (a) court costs,
- (b) reparation order,
- (c) prosecution witness costs and expenses,
- (d) prosecution solicitors' costs,
- (e) regulators' costs awarded under Section 152 of the Health and Safety at Work Act 2015 or the section's equivalent, if replaced,

imposed by the Court on the Insured upon conviction for an offence under the Health and Safety in Employment Act 1992 or the Health & Safety at Work Act 2015, and does not include any fine or infringement fee.

8. Period of Insurance

means the period stated in the Schedule.

9. Personal Injury

means bodily injury, sickness, disease or infection, including resulting death, and disability, shock, fright or mental anguish or injury. For the purposes of this insurance, disease shall be sustained when the employee is first exposed to conditions in New Zealand out of which the disease the subject of the claim arose.

10. Schedule

means the current Schedule attaching to this Policy duly signed by an authorised officer of the Company.

11. Subsidiary Company

means any company that is or was:

- (a) controlled by the Insured through legal or beneficial ownership of more than 50% of the issued voting stock;
- (b) deemed a subsidiary of the Insured by virtue of any applicable legislation or law, including companies held either directly or indirectly through one or more subsidiaries (ie, subsidiaries of subsidiaries).

SECTION 3

Statutory Liability

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Insuring Clause

In consideration of payment of the premium, in reliance on the proposal and declarations (which shall be deemed to be the basis of this policy) and subject to its terms, conditions, exclusions, warranties and endorsements, Vero Liability Insurance Limited ("the Company") agrees to pay on behalf of:

- (a) the Insured, its Defence Costs and Penalties;
- (b) the Insured, Defence Costs and Penalties for which it grants indemnity to any Officer as permitted or required by law;
- (c) any Officer, Defence Costs and Penalties for which he/she does not receive an indemnity from the Insured,

arising out of any Occurrence which is connected with the business or affairs of the Insured and notified to the Company during the Period of Insurance stated in the schedule or within thirty (30) days after its expiry, or if exercised, during the Extended Reporting Period.

Provided that the:

- (i) Occurrence has taken place on or after the Retroactive Date;
- (ii) maximum amount payable by the Company for Defence Costs and Penalties for all claims under this policy shall not exceed the Limit of Indemnity stated in the Schedule.

Limit of Indemnity and Excess

1. All Defence Costs and Penalties arising out of any one Occurrence or inter-related Occurrences are deemed to be one claim. Any claim arising from inter-related Occurrences is deemed to have originated in the earliest period of insurance in which any of the Occurrences is first notified to the Company.
2. The Company's liability under this policy applies only to that part of Defence Costs and Penalties exceeding the Excess stated in the Schedule.
3. Subject to the Goods and Services Tax extension of this policy, the Company's aggregate liability under this policy in respect of Defence Costs and Penalties arising out of Occurrences will not exceed the Limit of Indemnity stated in the Schedule.
4. Where the Defence Costs and Penalties exceed the Limit of Indemnity, then it shall be applied in the following priority:
 - (i) to the Insured, in respect of its own Defence Costs and Penalties;
 - (ii) to the Insured, in respect of Defence Costs and Penalties for which the Insured grants indemnity to any Officer;
 - (iii) to the Insured's Officers, in respect of Defence Costs and Penalties,or as stated in the Schedule.

Extended Reporting Period

If the Company terminates this policy or refuses to grant a new policy, the Insured will have the right to an extension of the cover granted under this policy for a further period of twelve (12) months immediately following the effective date of termination or the date of refusal, but only in respect of any Occurrence taking place both before that termination or refusal date and after the Retroactive Date. If this right is exercised then this further period shall be part of the last Period of Insurance and not an additional period.

The right to this extension must be exercised by written notice to the Company prior to the effective date of termination or within 30 days following the date of refusal.

Extensions

The terms of this policy apply to each extension to this policy unless expressly stated otherwise. The terms of each extension apply only to that extension and not to the rest of the policy unless expressly stated otherwise.

1. Goods and Services Tax

- (a) Where the Insured or any Officer is liable to pay tax under the Goods and Services Tax Act 1985 on receiving any payment under this policy, the Company will indemnify the Insured or the Officer for the cost of that tax.
- (b) The amount payable under this extension is payable by the Company in addition to the stated Limit of Indemnity.

2. Newly Created or Acquired Subsidiary Company

If any Subsidiary Company is created or acquired by the Insured after the inception of this policy, such Subsidiary Company shall be included as an Insured provided that:

- (a) written notice of such creation or acquisition is given to the Company together with appropriate underwriting information and the payment of any additional premium required at the next renewal date;
- (b) in respect of acquisitions, cover granted under this policy shall only apply to any Occurrence both discovered by the Insured after the date of such acquisition and which took place after the Retroactive Date, and where the Insured has agreed to indemnify any such Subsidiary Company.

3. Subsidiary Company Change of Ownership

- (a) In the event that an entity ceases to be a Subsidiary Company prior to or during the Period of Insurance, cover under this policy with respect to such Subsidiary Company, the Insured and each Officer shall continue until the expiry date of the Period of Insurance, provided that such cover shall only apply in respect of an Occurrence committed after the Retroactive Date or the date of creation or acquisition by the Insured (whichever is the later) and until the date such entity ceased to be a Subsidiary Company.
- (b) Where the entity has ceased to be a Subsidiary Company because it is acquired by a third party, then this extension shall only apply where the Insured has agreed to retain a continuing obligation to indemnify the third party for Defence Costs and Penalties arising out of any Occurrence that has taken place whilst it is a Subsidiary Company.

Exclusions

This policy shall not indemnify the Insured or the Officers for Defence Costs or Penalties arising out of:

1. Anti-Money Laundering and Countering Financing of Terrorism Act

any Occurrence in connection with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

2. Asbestos

any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, asbestos in whatever form or quantity.

3. **Commerce Act**
 - (a) any Occurrence in connection with the Commerce Act 1986 but this exclusion shall only apply to Insuring Clause (a);
 - (b) any application brought by the Commerce Commission under sections 81, 84 or 87 Commerce Act 1986 or the sections' equivalent, if replaced.
4. **Contractors**

the engagement by the Insured of any contractor to dispose of or handle materials, unless the Insured has taken reasonable steps to ensure that the materials will be disposed of or handled in a lawful manner.
5. **Deliberate Breach/Conduct**

any Occurrence which has resulted from any deliberate conduct amounting to a:

 - (a) breach or contravention of any provisions of the Acts or any Regulations or other subordinate legislation made under the Acts;
 - (b) failure to comply with any lawful order, demand, notice, requirement or determination made by any statutory authority or enforcement agency under any of the Acts.
6. **Employee Claims**

any contract of service, or any intended contract of service, with any current, former or prospective employee. But nothing in this Exclusion shall apply to any investigation, inquiry or prosecution pursuant to the Health & Safety in Employment Act 1992 or the Health & Safety at Work Act 2015.
7. **Inland Revenue Department**

the investigation and defence of any action, proceeding, inquiry, investigation or prosecution taken against the Insured by the Inland Revenue Department or any other revenue-collecting statutory authority.
8. **Known Circumstances**

any circumstance or Occurrence of which, at the commencement of the Period of Insurance stated in the Schedule, the Insured or any Officer is aware or ought reasonably to be aware may result in an allegation of breach or contravention of an Act against the Insured or any Officer.
9. **"Leaky Buildings" – Moisture or Water Penetration, Building Defects**

any liability for, or to fulfil any obligation in respect of any claim, Defence Costs or Penalties, which are directly or indirectly caused by or contributed to, or arises directly or indirectly out of:

 - (a) the action or effects of mould, fungi, mildew, rot, decay, gradual deterioration, micro-organisms, bacteria, protozoa or any similar or like forms, in any building or structure; or
 - (b) any cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposal of, or in anyway responding to or assessing the effects of mould, fungi, mildew, rot, decay, gradual deterioration, micro-organisms, bacteria, protozoa or similar or like forms, in any building or structure; or
 - (c) the failure of any building or structure to meet or perform to the requirements of the New Zealand Building Code contained in the first schedule to the Building Regulations 1992 (or any amendment or substitution thereof) in relation to:
 - (i) external water or moisture; or
 - (ii) either durability or protection from external water or moisture entering that building or structure, or the effects thereof.
10. **Non-Statutory Prosecutions**

the investigation of and defence of any action, proceeding, inquiry, investigation or prosecution commenced against the Insured by a person, other than the statutory authority or enforcement agency given that responsibility under the Act.

However this Exclusion shall not apply to private prosecutions bought under the Health & Safety in Employment Act 1992 or the Health & Safety at Work Act 2015. The Excess shall be the greater of \$1,000 or the Excess stated in the Schedule.
11. **Outside New Zealand**

any judgment entered in any Court other than a New Zealand Court, or any debt incurred by the Insured as the result of such a judgment.
12. **Police Proceedings**

the investigation of and defence of any action, proceeding, inquiry, investigation or prosecution taken against the Insured by the New Zealand Police. However this Exclusion does not apply to the Sale and Supply of Alcohol Act 2012 or the Health & Safety at Work Act 2015.
13. **Prior Claims**

any allegation of breach or contravention of an Act made, threatened or in any way intimated against the Insured or any Officer, and not notified to the Company, prior to the commencement of the Period of Insurance stated in the Schedule.
14. **Prior Litigation**

any liability arising out of any litigation in existence at the commencement of the Period of Insurance.
15. **Radioactivity**

ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
16. **Retroactive Date**

any Occurrence which has taken place or allegedly taken place prior to the retroactive date stated in the Schedule.
17. **War, Terrorism**

death, injury, illness, loss, damage, any cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property under the order of any government or public or local authority; or
 - (b) any Act of Terrorism.

Definition: "Act of Terrorism" means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic, or similar purposes or reasons, including the intention to influence any

government and/or to put the public, or any section of the public, in fear.

This Exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

In respect of the Exclusions no fact pertaining to, knowledge possessed by, nor any Occurrence by any Officer shall be imputed to any other Officer for the purpose of determining the availability of cover.

Conditions

1. Assignment

No assignment of interest under this policy shall bind the Company unless its written consent is endorsed on this policy.

2. Authorisation

By acceptance of this policy, the Officer who signs the proposal (or his/her replacement) agrees to act on behalf of all Officers and the Insured with respect to giving or receiving notice of claim or termination, payment of premiums and receiving any return premiums that may become due under this policy, and acceptance of endorsements and any other notice provided for in this policy, and the Officers and the Insured agree that the Officer so nominated shall act on their behalf. Provided always that the above authorisation is in addition to and not in derogation of the rights, powers and obligations of each of the Officers and the Insured under this policy and the authorisation conferred imposes no additional obligation upon the Officer so nominated with respect to any of the matters set out whether towards the Company or the Officers or any of them.

3. Authorisation – Subsidiary Companies

By acceptance of this policy, the Insured agrees to act on behalf of any Subsidiary Company with respect to giving or receiving notices of claim or termination, payment of premiums and receiving of any return premiums that may become due under this policy, acceptance of endorsements, and giving or receiving of any other notice provided for in this policy, and each Subsidiary Company agrees that the Insured shall act on its behalf.

4. Cancellation

The Insured may cancel this Policy at any time by giving written notice to their broker or the Company.

The Company may cancel the Policy at any time by giving written notice to the Insured or their broker. Cancellation will take effect at 4pm on the 30th day after the date of the notice.

All notices to be given to or by the Company may be delivered personally, posted or emailed to the last known contact address of the relevant party.

The Company will refund any unexpired premium, on a pro-rata basis.

5. Claims

(a) The Insured and the Officers shall as a condition precedent to their right to be covered under this policy give to the Company notice in writing as soon as practicable of:

- (i) any allegation of breach or contravention of an Act made against them or any of them;
- (ii) the receipt of notice from any person or party of any intention to hold the Insured or any Officer responsible for the results of an alleged Occurrence;

(iii) any circumstance which the Insured or any Officer shall become aware which may give rise to a claim or claims under this policy, irrespective of whether the claim is considered justified and/or the quantum is likely to be within the Excess stated in the Schedule.

(b) The insurance provided by this policy ceases absolutely at the expiry of the Period of Insurance. However, provided that notice referred to in condition 5(a) above has been given to the Company prior to the expiration of the Period of Insurance or within thirty (30) days after its expiry or if exercised, during the Extended Reporting Period, any claim arising from the circumstances notified, which is subsequently made after the expiration of the Period of Insurance, shall be deemed to have been made during the subsistence of this policy.

(c) The Insured and the Officers shall give to the Company or its authorised representatives all such information and assistance as they may reasonably require. The Company may assume control and conduct of any claim, and any counterclaim (which shall be a condition precedent to the Insured's right to be covered under this Policy).

(d) Neither the Insured nor the Officer shall in relation to any claim under this policy:

- (i) make any admission of liability or guilt; nor
- (ii) incur any expense; nor
- (iii) make any payment or settlement of liability,

without the prior written consent of the Company. Such consent shall not be unreasonably withheld. The Company is not liable for any admissions, expenses, payments or settlements made without its written consent.

(e) If the Insured or any Officer shall refuse to consent to any guilty plea or resolution recommended by the Company, and shall elect to contest or continue any legal proceedings, the Company's liability for the claim shall not exceed the amount for which the claim could have been so resolved (over and above the Excess stated in the Schedule), including Defence Costs incurred up to the date of such refusal.

(f) Neither the Insured nor any Officer shall be required to contest any legal proceedings unless a King's, Queen's or Senior Counsel (mutually agreed upon by the Insured, the particular Officer and the Company) shall advise such proceedings should be contested by the Insured or Officer.

6. Consolidation or Merger

If the Insured acquires by merger, consolidates with, is merged into or acquired by any other entity after the inception of the Period of Insurance, written notice shall be given to the Company as soon as practicable together with such information as the Company may require. The Company shall be paid any reasonable premium that may be required.

7. Fraud

(a) If any claim is in any respect fraudulent, if any false declaration is made or used in support of any claim, or if any fraudulent means or devices are used by the Insured, or by any of the Officers or anyone acting on behalf of any of them, to obtain any benefit under this policy, all benefits will be forfeited.

(b) For the purpose of this condition, the Insured and each Officer will be treated as having been issued with a separate policy.

8. Jurisdiction

This policy shall be governed by the law of New Zealand, the Courts of which shall have exclusive jurisdiction over any dispute.

9. Other Insurance

If, at the time of any claim arising under this policy, there is any other valid and collectable insurance covering all or part of the same Occurrence, this policy will apply to the amount in excess of that recoverable or in fact recovered under the other insurance, whether such insurance is stated to be primary or excess, unless such other insurance is written only as specific excess insurance over the Limit of Indemnity under this policy.

10. Severability

- (a) In granting cover under this policy to the Insured and any Officer, the Company has relied upon the declarations and statements contained within and attached to the proposal. All such declarations and statements are the basis of such cover and shall be considered as incorporated in and constituting part of this policy.
- (b) The proposal shall be construed as a separate application for cover by each Insured and each Officer. With respect to the declarations and statements contained within or attached to the proposal for cover, no statement in the proposal or knowledge possessed by any Insured or any Officer shall be imputed to any other Insured or other Officer for the purposes of determining the availability of cover with respect to claims made against any Insured or Officer.
- (c) The terms of this policy apply to the Insured and to each Officer, provided that the failure by any Insured or any Officer to observe and fulfil the terms of this policy will not prejudice this insurance in relation to any other Insured or other Officer.

11. Subrogation

- (a) The Company shall be entitled to use the name of the Insured and any Officer in any proceedings to enforce, for the benefit of the Company, any order made for costs or otherwise and shall have the right of subrogation in respect of all rights which the Insured and any Officer may have against any person or entity who may be responsible to the Insured or any Officer in respect of any claim for any Occurrence covered by this policy, and the Insured and any Officer shall do everything necessary to secure and preserve such rights including executing any necessary documents for the purpose of vesting such rights in the Company. Any assets recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by it in respect of that claim (including related costs and expenses), and the remaining assets shall become the property of the Insured.
- (b) If no recovery is made as a result of proceedings conducted solely by the Company, then it shall bear the expenses.

Provided that the Company waives all rights of subrogation against any Officer and the Insured, unless the right of subrogation arises from the dishonest or intentional criminal conduct of the Officer or the Insured.

12. Territory

This policy only provides cover for Defence Costs and Penalties arising out of Occurrences which take place in New Zealand.

13. Waiver of Privilege

If the Company instructs any lawyer to investigate or defend any claim against the Insured, the Insured authorises the lawyer to provide to the Company any documents, information or advice in respect of the claim, including in relation to indemnity; and the Insured waives any privilege to the extent necessary to give full effect to the Company's entitlement in this respect.

Definitions

1. Act

means, as the context requires, any Act of the New Zealand Parliament or any amendment to, re-enactment, replacement or substitution of any such Act and any rules or regulations or other subordinate legislation made under such Act.

2. Defence Costs

means:

- (a) the costs and expenses (including witness and expert costs and expenses) of being represented at any investigation, inquiry, prosecution, proceeding, hearing, review or appeal, arising out of an Occurrence;
- (b) the costs of applying to set aside a Court order or conviction arising out of an Occurrence.

3. Insured

means the company, trust or other entity named in the Schedule and any Subsidiary Company.

4. Limit of Indemnity

means the amount of the Limit of Indemnity stated in the Schedule.

5. Occurrence

means any event, act, omission or circumstance, neither expected nor intended, which may result in an allegation of breach or contravention of the Act by the Insured or which results in an investigation, inquiry, prosecution, proceeding, hearing, review or appeal in respect of such allegation.

In relation to the Consumer Guarantees Act 1993, Occurrence shall also mean any purported contracting out of any of the provisions of the Act (other than in accordance with section 43(2) of the Act or the section's equivalent, if replaced) where that purported contracting out may result in an allegation of breach of the Fair Trading Act 1986.

6. Officer

means any person who, at the time of an offence or alleged offence under the Act, holds the position of director, officer, trustee, manager or secretary of the Insured, or who performs the duties of director, officer, manager or secretary under any other name, or who holds any other position as an employee (whether full time, part-time or temporary) of the Insured, and includes any such person who has subsequently relinquished that position. "Officers" shall have the same meaning.

7. Penalties

means any fine or other cash penalty (including court costs) payable by the Insured upon conviction of an offence under the Act in connection with an Occurrence, including:

- (a) prosecution witness costs and expenses,
- (b) prosecution solicitors' costs,
- (c) regulators' costs awarded under Section 152 of the Health and Safety at Work Act 2015 or the section's equivalent, if replaced.

Provided that Penalties shall not include:

- (a) the cost or payment of any enforcement order, remedial order or compliance order.
- (b) any tax (including any fine or penalty resulting from the failure to pay any tax), rate, duty, or interest on such tax, rate, or duty, except as provided in Extension 1.
- (c) any damages, restitution, compensation or reparation imposed by a tribunal or court of competent jurisdiction, except a reparation order imposed by the Court on the Insured upon conviction for an offence under the Health and Safety in Employment Act 1992 or the Health & Safety at Work Act 2015 including reparations agreed by the Insured with the Company's written consent as part of an enforceable undertaking;
- (d) the value of any property subject to confiscation or forfeiture;
- (e) any fine or infringement fee imposed by the Court on the Insured upon conviction for an offence under the Health and Safety In Employment Act 1992 or the Health & Safety at Work Act 2015;
- (f) any other monetary payment, penalty or fine for which the Company may not lawfully indemnify the Insured.

8. **Period of Insurance**

means the period stated in the Schedule.

9. **Schedule**

means the current Schedule attaching to this Policy duly signed by an authorised officer of the Company.

10. **Subsidiary Company**

means any company that is or was:

- (a) controlled by the Insured through legal or beneficial ownership of more than 50% of the issued voting stock; or
- (b) deemed a subsidiary of the Insured by virtue of any applicable legislation or law, including companies held either directly or indirectly through one or more subsidiaries (ie, subsidiaries of subsidiaries).

If you are not happy, we want to know so that we can help.

Our goal is to have loyal and happy customers. We want our customers to be completely satisfied in all dealings with us.

TLC is committed to:

- (a) listening to what our customers and brokers tell us
- (b) being accurate and honest in telling customers and brokers about our products and services
- (c) communicating clearly with our customers and brokers, and
- (d) resolving any customer complaints or concerns.

This is part of our commitment to the General Insurance Code of Practice. Customers are encouraged to contact us with the following messages:

1. By Phone

If you have a complaint please preferably phone the number on the back of your Policy wording or call 0800 852 467 weekdays 8.30am to 5.00pm. Here you can discuss your concern with one of our team members.

2. In Writing

Send us the full details of your complaint, including any support documents and explain what you would like us to do.

Mail to: P O Box 7006, Tauranga, New Zealand.

3. In Person

If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

Phone 0800 852 467 for an appointment.

4. For Further Information

Our knowledge, expertise and experience are always available to your broker and you. If you need any further information about this Policy, or any other product or service we provide, then contact your broker or TLC at:

Address: PO Box 7006, Tauranga, New Zealand

Office Phone: +64 7 544 6686

Freephone: 0800 TLC INS (0800 852 467)

Email: info@tlcinsurance.co.nz

Website: www.tlcinsurance.co.nz



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