

Policy

Association Combined Liability Insurance

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Schedule
Policy Number: _____

ITEMS							
Policyholder							
Policyholder's Main Address							
Policy Period	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">From:</td> <td style="width: 40%;"></td> <td style="width: 30%;">To:</td> </tr> <tr> <td colspan="3" style="text-align: center;">4:00 P.M. at the Policyholder's Main Address</td> </tr> </table>	From:		To:	4:00 P.M. at the Policyholder's Main Address		
From:		To:					
4:00 P.M. at the Policyholder's Main Address							
Business							
Limit of Liability	<p>\$> each and every Claim and in the aggregate in for Professional Liability</p> <p>\$> each and every Claim and in the aggregate in for Management Liability (Executive and Outside Executive Liability)</p> <p>\$> each and every Claim and in the aggregate for Management Liability (Statutory Liability)</p> <p>\$> each and every Claim and in the aggregate in for Personal Injury (Employers Liability)</p> <p>\$> each Occurrence in respect of General Liability</p> <p>\$> each Occurrence and in the aggregate any one Policy Period in respect of Products Hazard</p>						
Sub-limits of Liability:							
Employment Liability	\$250,000 any one Claim and in the aggregate						
Fidelity Loss	\$100,000 any one Fidelity Loss and in the aggregate						
Crisis Loss	\$25,000 any one Claim						
Accidental Death Benefit	\$50,000 any one Claim , and \$500,000 / \$250,000 in the aggregate						
Publicity	\$25,000 any one Claim						
Registration Decisions	\$20,000 any one Claim and in the aggregate						
Lost Documents	\$500,000 any one Claim and in the aggregate						
Forests and Rural Fires Act	\$250,000 any one Claim						

Punitive and Exemplary Damages	\$1,000,000 any one Personal Injury
Criminal Prosecutions	\$50,000 any one Claim and in the aggregate cluded
Retentions	\$1000 each and every Claim for Professional Liability and Management Liability excluding Employment Liability \$5000 each and every Claim for Employment Liability \$500 each and every Claim (Employers Liability) \$10,000 each and every Fidelity Loss \$250 each and every Occurrence
Retroactive Liability Date	
Continuity Date	
Premium	
Insurer & Address	American Home Assurance Company (New Zealand Branch) Trading as AIG New Zealand Level 23 ANZ Tower 23 Albert Street, PO Box 1745, Auckland 1 Telephone: (649) 355 3100 Facsimile: 649) 355 3135
Claims Notice	Crisis Notice
Claims Manager American Home Assurance Company Level 23 ANZ Tower 23 Albert Street, PO Box 1745, Auckland 1 Telephone: (649) 355 3100 Facsimile: 649) 355 3135	Hill & Knowlton New Zealand Ltd Level 8, 125 Willis Street P O Box 10040 Wellington Telephone: (612) 9268 0242 Facsimile: (612) 9268 0243

Items from the Schedule are shown in **bold** wherever used in the policy, as are defined terms.

All amounts expressed in this Schedule are exclusive of Goods & Services Tax where payable by law.

SIGNED FOR AND ON BEHALF OF THE INSURER

Issued at > this > day of 200>:



Association Combined Liability Policy

Notice

Cover under this policy is afforded solely with respect to **Claims** first made against an **Insured** or an **Occurrence** arising from and within the course of the **Business** and any **Crisis Events** during the **Policy Period** that are reported to the **Insurer** as required by this policy. Amounts incurred for **Defence Costs** will reduce the **Limits of Liability** available to pay judgments or settlements (except for **Claims** under the General Liability Insuring Clause), and be applied against the **Retention**. The **Insurer** does not assume any duty to defend. This policy is not binding upon the **Insurer** unless it is countersigned on the Schedule by an authorized representative of the **Insurer**.

Words in **bold** typeface have special meaning—see the Schedule and Definitions Section. Please read this policy carefully and review its cover with your insurance agent or broker.

In consideration of the payment of the **Premium** and subject to the provisions of this policy, the **Insurer** and **Policyholder** agree as follows:

Covers

Cover under these Insuring Clauses is afforded solely with respect to **Claims** first made against an **Insured** during the **Policy Period** or a discovery period, if applicable, that are reported to the **Insurer** as required by this policy.

Professional Liability	The Insurer shall pay the Loss of any Insured due to a Claim for Professional Liability .
Management Liability	The Insurer shall pay the unindemnified Loss of any Insured Person due to a Claim for any Management Liability :
Association Reimbursement	The Insurer shall pay an Association to the extent it has indemnified Loss of any Insured Person due to a Claim for Management Liability .
Association Liability	The Insurer shall pay the Loss of any Association due to a Claim made against the Association for any Management Liability .
Employers Liability	The Insurer shall pay the Loss of the Association due to a Claim for Personal Injury sustained by an Employee .
Statutory Liability	The Insurer shall pay the Loss of any Insured due to a Claim for Statutory Liability .
Fidelity	The Insurer shall indemnify the Association due to a Claim for a Fidelity Loss .
Crisis Loss	The Insurer shall pay the Association for Crisis Loss from a Crisis Event during the Policy Period .
Accidental Death Benefit	The Insurer shall pay the Association the Accidental Death Benefit if an Executive of the Association dies as a result of Injury .

Cover under this Insuring Clause is afforded solely with respect to an **Occurrence** happening during the **Policy Period** within the **Territorial Limits** which arises from and within the course of the **Business** and provided that the action for damages is brought against an **Insured** within the **Territorial Limits**.

General & Products Liability	The Insurer agrees to indemnify the Insured for all amounts which the Insured shall become legally liable to pay as a result of Claims or Legal Proceedings for Personal Injury or Property Damage .
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Extensions

Subject to all of the provisions of this policy cover is extended as outlined below. The total of all payments made under these Extensions shall be part of and not in addition to the **Limit of Liability** unless otherwise specifically stated. These Extensions are also subject to the **Retention** unless otherwise specifically stated.

30 Day Minimum Reporting Window	Any Claim first made against an Insured during the last 30 days of the Policy Period will be deemed reported within the Policy Period if actually reported to the Insurer within the first 30 days after having been first made against the Insured .
Reinstatement of Professional Liability Insuring Clause Limit	Upon notification to the Insurer during the Policy Period of any Claim made against the Insured or of circumstances which are likely to give rise to a Claim for Professional Liability , this policy shall be deemed to be reinstated for such amount, if any, as may ultimately be paid by the Insurer in respect of such Claim , so as to remain in force during the Policy Period for the Limit of Liability , provided always that the aggregate of the amounts so reinstated shall not exceed an amount equal to the Limit of Liability .
Court Attendance	<p>For any person described in (i) and (ii) below who actually attends court as a witness in connection with a Claim notified under and covered by this policy, Defence Costs will include the following rates per day for each day on which attendance in court has been required:</p> <ul style="list-style-type: none">(i) for any Executive, \$500 for a maximum of 5 days;(ii) for any Employee, committee member or volunteer, \$250 for a maximum of 5 days. <p>Provided that this Extension is not available to a person described in (i) or (ii) above against whom there is an allegation of fraud or dishonesty.</p> <p>No Retention shall apply to this Extension.</p>
Defence Cost Advancement	The Insurer shall advance covered Defence Costs for Management Liability .
Heirs, Estates and Legal Representatives	Any Claim made against any estate, heir or legal representative of an Insured Person of that Insured Person , shall be covered as if made against that Insured Person .
Investigation Costs	Cover is extended to, and the term Loss shall include, the reasonable and necessary fees, costs and expenses incurred by or with the prior written consent of the Insurer by or on behalf of an Insured Person in preparing for and attending any Investigation which first becomes known to any Insured during the Policy Period or any discovery period, if applicable.
Fidelity Loss Investigator's Costs	The Insurer will pay on behalf of the Insured the reasonable and necessary fees and expenses of a Fidelity Loss Investigator retained by the Insured to investigate, prove and report a Fidelity Loss covered under this policy. The cover provided under this Extension is not subject to a Retention and will be paid in addition to the Limit of Liability .
Costs of Challenging official decisions	<p>Cover is extended to, and the term Loss shall include, the reasonable and necessary fees, costs and expenses incurred with the prior written consent of the Insurer by, or awarded against an Insured Person, in challenging and/or bringing court proceedings to set aside any determination of an official investigation, examination or inquiry affecting the Insured Person's position as a director or officer of the Association.</p> <p>Provided that this Extension is not available to an Insured Person against whom there is an allegation of fraud or dishonesty.</p>
Registration Decisions	Cover is extended to Defence Costs arising out of any challenge to a decision of the Association not to register or to remove from the register someone as a

Registered Person in New Zealand.

The total of all payments under this Extension will not exceed \$20,000 in the aggregate or as described in the Schedule. A separate retention of \$1,000 instead of the **Retention** will apply to each **Claim** covered under this Extension.

Lost Documents

With respect to a **Third Party's Documents**:

- (i) for which an **Insured** is legally responsible; and
- (ii) that, during the **Policy Period**, have been destroyed, damaged, lost, distorted, erased or mislaid solely in the performance or non-performance of **Professional Services**,

Loss shall also include costs and expenses reasonably incurred by the **Insured** in replacing or restoring such **Documents** provided that:

- (i) such loss or damage is sustained while the **Documents** are either:
 - (a) in transit; or
 - (b) in the custody of the **Insured** or of any person to whom the **Insured** has entrusted them;
- (ii) where the lost or mislaid **Documents** have been the subject of a diligent search by or on behalf of the **Insured**;
- (iii) the amount of any **Claim** for such costs and expenses shall be supported by evidence of expenditure that shall be subject to written approval by a competent person to be nominated by the **Insurer** with the consent of the **Insured**; and
- (iv) the **Insurer** shall not be liable for any **Claim** arising out of wear, tear and/or gradual deterioration, moth and vermin, or other matters beyond the **Insured's** control.

This Extension will be subject to a Sub-limit of Liability of \$500,000. A separate retention of \$1,000 instead of the **Retention** will apply to each **Claim** covered under this Extension.

Retired Insured Persons

Notwithstanding the Discovery Extension, if this policy is not renewed any **Insured Person** who retires before the expiry of the **Policy Period** may give written notice to the **Insurer** of any **Claim**, arising from a **Wrongful Act** by the **Insured Person** occurring prior to the end of the **Policy Period**, during a run-off period of 36 months immediately following the **Policy Period**, provided such **Insured Person** has retired prior to the date of non-renewal.

Publicity

Cover is extended to, and the term **Loss** shall include, the reasonable and necessary fees, costs and expenses incurred by or with the prior written consent of the **Insurer** by or on behalf of an **Insured Person** in the design and implementation of a publicity campaign to prevent or mitigate damage to the reputation of any **Executive** of any **Association** arising from a covered or potentially covered **Claim** against that **Executive**.

Cover under this Extension is subject to a Sub-Limit of Liability of \$25,000. No **Retention** shall apply to this Extension.

Spouses

Any **Claim** made against an **Insured Person's** spouse for **Management Liability** of that **Insured Person**, shall be covered as if made against that **Insured Person**.

Discovery

The **Insureds** may give written notice to the **Insurer** of any **Claim** for **Management Liability** or **Personal Injury** (Employers Liability), arising from a **Wrongful Act** or **Personal Injury** (Employers Liability) occurring prior to the end of the **Policy Period**, during a discovery period immediately following the **Policy Period** of 12 months, if the **Policyholder** requests such period in writing within 15 days following the end of the **Policy Period** and tenders an additional premium of 100% of the annual premium level in effect immediately prior to the end of the **Policy Period** within 30 days following the end of the **Policy Period**; or

Defence Payments
for General &
Products Liability

This Extension is not available if this policy is:

- i) renewed or replaced with any other similar liability policy; or
- ii) cancelled or avoided.

Any discovery period purchased under this Extension is non-cancellable, and the premium paid for the discovery period is non-refundable.

The **Insurer** shall defend at its own cost any **Claim** or **Legal Proceeding** against the **Insured** for an **Occurrence** that seeks compensation, even if the **Claim** or **Legal Proceeding** is groundless, false or fraudulent

In the defence of any **Claim** or **Legal Proceeding** against the **Insured** for an **Occurrence** that seeks compensation covered by the policy the **Insurer** will:

- a) Investigate, negotiate and settle the **Claim** or **Legal Proceeding**; and
- b) Pay the following supplementary payments:
 - i. all costs taxed against the **Insured** in the **Claim** or **Legal Proceeding**;
 - ii. pre-judgment interest awarded against the **Insured** on that part of the judgment paid by the **Insurer**;
 - iii. post-judgment interest that accrues after entry of judgment and before the **Insurer** has paid, offered to pay or deposited in court that part of the judgment that is within the applicable **Limits of Liability**; and
 - iv. The **Insured** expenses incurred at the **Insurer's** request or with the **Insurer's** written consent (including actual loss of wages or salary, but not loss of other income).

Notwithstanding, the **Insurer** will only be liable for the amount of damages and claimants' costs and expenses arising from an **Occurrence** that is in excess of the **Retention**. The **Retention** amount shall be borne by the **Insured** and shall remain uninsured, with regard to all payments for which the **Insured** shall be liable.

Expenses incurred to defend or investigate any **Claim** or **Legal Proceeding** for an **Occurrence** will be in addition to the applicable **Limits of Liability**.

Forests & Rural Fires
Act

Notwithstanding the Fines and Penalties Exclusion, the **Insurer** agrees to indemnify the **Insured** for:

- a) Costs incurred and apportioned by any Fire Authority under section 43 of the Forest and Rural Fires Act 1977 or any amendments or replacing Act (the "Act"); and
- b) levies imposed by a Fire Authority and apportioned to the Insured during the **Policy Period** under sections 46 and 46A of the Act; and
- c) Costs claimed by any other party in order to protect their property from fire.

This Extension shall apply also:-

- i. Whether the **Property Damage** has occurred or not and to the legal liability of the **Insured** for loss of or damage to property caused by or caused to the machinery, plant, trailers or mechanically propelled **Vehicles** used by the Fire Fighting Authority insofar as the liability covered by this Extension is not otherwise insured. Provided that:
 - i) the total amount payable under this Extension shall not exceed \$250,000; and
 - ii) a retention of \$1000 in the aggregate for all sums payable to any claimant or any number of claimants in respect of or arising out of all **Occurrences** of a serious consequent on or attributed to one source or original cause.

Punitive and Exemplary Damages	<p>Notwithstanding the definition of Loss the Insurer agrees to indemnify the Insured for punitive and/or exemplary damages awarded to, or on behalf of, a person who has suffered Personal Injury (Employers and General Liability) resulting from an event in connection with the business of the Insured, or the Insured's ownership, occupancy or tenancy of a building, structure or land, provided that:</p> <p>a) the Claim must be made against the Insured and reported to the Insurer during the Policy Period;</p> <p>b) any punitive or exemplary damages awarded by any court outside of New Zealand are excluded;</p> <p>c) the total amount payable under this Extension shall not exceed \$1,000,000, inclusive of all costs any one Claim and in the aggregate, during any one Policy Period;</p> <p>(d) a Retention of \$250 inclusive of costs shall apply to each and every Claim.</p> <p>The Insurer will not indemnify the Insured for Claims arising from Personal Injury or an event that caused Personal Injury where such Personal Injury or event occurred prior to the Retroactive Liability Date specified in the Schedule.</p>
Disappearance	<p>If the body of an Executive of the Association has not been found within one year after the date of the disappearance, sinking or wrecking of the conveyance in which the Executive was travelling at such date during the Policy Period, the Insurer will assume that the Executive died as the result of Injury and will pay the Accidental Death Benefit to the Association.</p>
Exposure	<p>If an Executive of the Association dies as the result of unexpected exposure to the elements following an Injury, the Insurer will assume that the Executive has sustained Injury as defined and will pay the Accidental Death Benefit to the Association.</p>

Optional Extension – Costs for Criminal Prosecutions

This Extension is only available by Endorsement to the policy specifically stating that it is included.

Subject to all of the provisions of this policy cover is extended as outlined below. The total of all payments made under this Extension shall be part of and not in addition to the **Limit of Liability**.

Costs for Criminal Prosecutions	<p>Notwithstanding the Statutory Liability Exclusion, cover is extended to, and the term Loss shall include, the reasonable and necessary fees, costs and expenses incurred by or with the prior written consent of the Insurer by or on behalf of an Insured Person in the defence of a criminal prosecution under an otherwise excluded Act of Parliament arising out of the Insured Persons' role with the Association. This Extension will be subject to a Sub-limit of Liability of \$50,000. A separate retention of \$500 instead of the Retention will apply to each Claim covered under this Extension.</p> <p>Provided that this Extension is not available to an Insured Person against whom there is an allegation of fraud or dishonesty or to which the Sexual Molestation Exclusion applies.</p>
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Definitions

Accidental Death Benefit	<p>means the sum of \$50,000 payable by the Insurer to the Association if an Executive dies as a result of Injury within the Policy Period. Cover is only available to those Executives aged between 16 years and 70 years.</p>
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The total amount payable by the **Insurer** as an **Accidental Death Benefit** shall not exceed the aggregate Limits of liability specified below:

(i) \$500,000 in the aggregate for all **Claims** during the **Policy Period**; However this limit will be reduced to:

(ii) \$250,000 in the aggregate for all **Claims** during the **Policy Period** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes.

Aircraft

means a vehicle designed to be used primarily in the air and to be supported by the dynamic reaction of the air upon the vehicle's wings or rotor-blades, and/or by the vehicle's buoyancy in the air. The term **Aircraft**, however, excludes missiles, spacecraft and the ground support or control equipment used therewith.

Aircraft Products

means:

- a) **Aircraft** and any ground support or control equipment used therewith;
- b) Any **Insured Product** furnished by the **Insured** and installed in **Aircraft** or used in connection with **Aircraft**;
- c) any **tooling** used for the manufacture of (a) or (b) above;
- d) any **ground** handling tools and equipment used in connection with (a) or (b) above including training aids, navigational aids, instruction or manuals;
- e) blueprints, engineering or other data furnished by the **Insured** in connection with (a), (b), (c) or (d) above;
- f) any advice, service and/or labour furnished by the **Insured** in connection with (a), (b), (c), (d) or (e) above.

Association

means the **Policyholder** specified in the Schedule.

Bodily Injury

means death, injury, sickness or disease or death sustained by a person resulting from such injury, sickness or disease and shall include mental injury, mental anguish and shock

Breach of Duty

means any actual or alleged breach of duty, act, error, misstatements, **Misleading or Deceptive Conduct, Infringement**, libel or slander committed unintentionally by an **Insured**, breach of confidentiality or omission in the performance of or failure to perform **Professional Services**.

Business

means all usual activities and operations of the **Named Insured** as described in the Policy Schedule and includes:

- a) The ownership, tenancy or occupation of premises of the **Named Insured**;
- b) Private work carried out with the consent of the **Named Insured** for any director, partner or senior official of the **Named Insured** by an **Employee**;
- c) The provision or management of canteen, social or sports organisations for the **Named Insured's Employees**; and
- d) The provision of the **Named Insured's** own internal fire, first aid, medical, security and ambulance services.

Claim

means any: (i) written complaint, proceeding or arbitration seeking damages or non-monetary relief; (ii) criminal charge; and (iii) official, written notice or other demand in connection with an **Investigation**. For the General Liability Insuring Clause, **Claim** means a written demand, notice or other written communication received by the **Insured** seeking a remedy and/or alleging liability or responsibility on the **Insured's** part for an **Occurrence** covered by this Policy.

Crisis Event

means any of the following unforeseen events where, in the reasonable opinion of the chief executive officer (or equivalent) of the **Policyholder**, the

event has the potential to cause an imminent decrease of greater than 30% of the total consolidated annual revenues of the **Association** if left unmanaged:

- (i) the sudden, unexpected death or disability of any **Executive**;
- (ii) loss of a major customer, contract or credit facility;
- (iii) loss of a grant;
- (iii) **Employee** workplace violence;
- (iv) the first apparent unauthorized intrusion into any **Association's** computer facilities;
- (v) a man-made disaster;

Crisis Event does not include an event that affects an **Association's** industry in general, rather than an **Association**, specifically.

Crisis Loss	means the reasonable and necessary fees, costs and expenses paid by an Association for external crisis management services provided in response to a Crisis Event within the first 30 days after the event. A Sub-limit of Liability of \$25,000 applies to the cover for Crisis Loss .
Defence Costs	means reasonable and necessary fees, costs and expenses incurred by or with the prior written consent of the Insurer in the defence, investigation (by or on behalf of any Insured), adjustment, settlement or appeal of any Claim against an Insured for any Management Liability , Personal Injury (Employers Liability only), Professional Liability , or Statutory Liability .
Documents	means all documents of any nature whatsoever including computer records and electronic or digitized data; but does not include any currency, negotiable instruments or records thereof.
Employee	means any past, present or future full-time, part-time, seasonal and temporary employees who are not Executives , auditors, consultants, secondees or agents. For the General Liability Insuring Clause, Employee includes: <ul style="list-style-type: none">a) Any person hired or borrowed by the Named Insured from another employer under an agreement by which the person is deemed to be employed by the Named Insured;b) Any person under a work experience or similar scheme while engaged and working under the direction and control of the Named Insured in connection with and in the course of the Business.
Employment Liability	means any liability from a Claim against any Association , or any Executive or Employee of any Association by an Employee or prospective Employee of that Association based upon any Wrongful Act in connection with the employment of or the termination of such Employee or, decision to not employ the prospective Employee , including, but not limited to, any employment-related retaliation or harassment. Cover under this policy for Employment Liability is subject to a Sub-Limit of \$250,000 in the aggregate.
Event	means any act or omission which may result in the violation of a Statute
Executive	means any past, present and future duly elected or appointed: (i) director, trustee (other than a trustee of an insolvent entity) or governor of an Association and member of the management board of an Association ; (ii) executive officer; and (iii) official with duties equivalent to those of the positions listed above.
Executive Liability	means liability: (i) for any Wrongful Act of any Executive or any Employee of any Association ; or (ii) arising solely from an Insured Person's status as an Executive or Employee of an Association .
Financial Loss	means a pecuniary or economic loss or expense,
Fidelity Loss	means any loss up to an amount of \$100,000 in the aggregate resulting from any dishonest or fraudulent act(s) or omission(s) of an Employee or Executive first discovered by the Insured and notified to the Insurer during the Policy Period arising from loss of money, negotiable instruments, bearer

bonds or coupons, stamps, bank or currency notes that are the property of the **Insured**.

Fidelity Loss Investigator

means an appropriate fidelity loss investigator who has no conflict of interest, nominated by the **Insured** and approved in writing by the **Insurer**, to establish proof of **Fidelity Loss**.

Grounding

means the withdrawal of one or more **Aircraft** from flight operations or the imposition of speed, passenger or load restrictions on such **Aircraft**, by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such **Aircraft** or any part thereof sold, handled or distributed by the **Insured** or manufactured, assembled or processed by any other person or organisation according to the **Insured's** specifications, plans, suggestions, orders or drawings or with tools, machinery or other equipment furnished to such persons or organisations by the **Insured**, whether such **Aircraft** so withdrawn are owned or operated by the same or different persons, organisations or corporations. A **Grounding** will be deemed to commence on the date of an **Occurrence** which discloses such condition or on the date an **Aircraft** is first withdrawn from service on account of such condition, whichever occurs first.

Hovercraft

means any vessel, craft or device made to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

Incidental Contracts

means:

- a) Any written agreement for lease of real or personal property which does not impose upon the **Named Insured**:
 - i) An obligation to insure such property; or
 - ii) Any liability regardless of fault;
- b) Any written contract with any entity for the supply of water, gas or electricity but only to the extent of indemnifying any such entity in respect of liability arising out of the **Business** other than contracts for the performance of work or provision of services by the **Named Insured**.

Infringement

means an unintentional infringement of any intellectual property right of any **Third Party**, other than patents and **Trade Secrets**.

Injury

means an injury which occurs fortuitously to an **Executive** of the **Association** during the **Policy Period** and which results solely and directly and independently of any other cause including any known or unknown pre-existing physical or congenital condition (except **Sickness** directly resulting from medical or surgical treatment rendered necessary by such **Injury**) in death within one year to the date of occurrence of such **Injury**. **Injury** does not include any Sexually Transmitted Disease, Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection, or any intentional self-inflicted injury or suicide by an **Executive** of the **Association**.

Insured

means the **Association** or an **Insured Person**. For the General Liability Insuring Clause only, **Insured** also means:

- a) Any person or organisation to whom the **Named Insured** is obligated by a written **Insured Contract** to provide insurance such as is afforded by this Policy, but only with respect to their liability arising out of operations conducted by the **Named Insured** or on their behalf and not to any greater extent than required by the contract or agreement; and
- b) Any office bearer or member of social and/or sporting clubs formed with the written consent of the **Named Insured** in respect of **Claims** arising from duties connected with activities of any such club. Cover shall not

apply to **Personal Injury** to or **Property Damage** of any participants of any game, match, race, practice or trial.

Insured Contract	means that part of any contract or agreement pertaining to the Named Insured's Business under which the Named Insured assumes the tort liability of another party to pay for Personal Injury or Property Damage to a third person or organisation. However, the Personal Injury or Property Damage must arise out of an Occurrence that takes place subsequent to the execution of the Insured Contract . Tort liability means a liability that would be imposed by law upon the other party in the absence of any contract or agreement.
Insured Person	means any Executive, Employee , committee member, independent contractor or volunteer under day to day management control of the Association and any Outside Director .
Insured's Products	means any goods or products (after they have ceased to be in the Insured's possession or under the Insured's control) which is or is deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, treated, imported, exported, produced, processed, assembled, erected, installed, repaired, serviced, sold, supplied or distributed by the Insured . Insured Products includes any packaging or containers, designs, formulae or specifications thereof, directions, instructions or advice given or omitted to be given in connection with such things other than a Vehicle or vending machine.
Investigation	means any investigation, examination or inquiry by a government authority into the affairs of an Association or conduct of an Insured Person as an Executive or Employee of an Association or an Outside Director .
Legal Proceeding	means litigation, arbitration, mediation, adjudication or any other process of dispute resolution.
Loss	means: (i) compensatory damages; and (ii) legal costs and expenses of a plaintiff; and (iii) Penalties ; that any Insured Person is legally obligated to pay under the terms of: (a) a final judgment entered against any Insured ; or (b) a settlement negotiated by or pre-approved in writing by the Insurer . Loss includes Defence Costs and Crisis Loss . Loss does not include: (i) fines or penalties (with the exception of any Penalties under iii) above); (ii) taxes; (iii) employment-related compensation or benefits; (iv) internal or overhead expenses of any Insured Person or any Association ; (v) the cost of complying with non-monetary damages or relief; (vi) matters which may be deemed uninsurable under applicable law; or (vii) punitive and exemplary damages.
Management Liability	means: (i) in the case of any Insured Person , any: (a) Executive Liability ; (b) Outside Executive Liability ; (c) Employment Liability ; and (d) Statutory Liability ; (ii) in the case of any Association , any: (a) liability for any Wrongful Act of the Association ; (b) Employment Liability ; and (c) Statutory Liability .
Medical Persons	means any medical doctor, medical nurse, dentist and first aid attendant.
Misleading or Deceptive Conduct	means any actual or alleged misleading or deceptive conduct at law or under the Fair Trading Act 1986.

Named Insured	means the Association specified as the Policyholder in the Schedule.
Occurrence	means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended from the Insured's standpoint. All events of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence .
Outside Entity	means any (i) not-for-profit entity; or (ii) any entity listed as an Outside Entity in an endorsement attached to this policy.
Outside Executive	means any: (i) Employee or Executive of any Association who is or was acting at the specific written request or direction of an Association as an Executive of an Outside Entity ; or (ii) an Insured Person acting at the specific written request or direction of and under supervision by an Association as an Executive of an Outside Entity to represent the Insured .
Outside Executive Liability	liability: (i) for any Wrongful Act of any Outside Executive ; or (ii) arising solely from an Insured Person's status as an Outside Executive .
Penalties	means any fine or other monetary penalty or costs assessed or reparation order made by a Court for which the Insured may be liable following a Court determination that the Insured should be convicted of any offence, or should pay any Penalty to the Crown, under a Statute in connection with an Event , except (i) for any fine or infringement fee under the Health and Safety in Employment Act 1992; and / or (ii) where it has been established the Insured has knowingly, wilfully or intentionally committed the Event .
Personal Injury (Employers Liability)	means, for the Employers Liability Insuring Clause: (i) bodily injury, sickness or disease including death resulting from bodily injury, sickness or disease; and (ii) disability shock, mental anguish or injury; sustained by an Employee arising out of or in the course of their employment with the Association . For the purposes of this policy <i>disease</i> shall be sustained when the Employee is first exposed to conditions in New Zealand out of which the <i>disease</i> being the subject of the Claim arose.
Personal Injury (General & Products Liability)	means, for the General Liability Insuring Clause: a) Bodily Injury ; b) False arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution and humiliation; c) Libel, slander, defamation of character or invasion of privacy; and d) Assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.
Pollutant	means but is not limited to any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including but not limited to, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids or alkalis of any sort, chemicals and waste. Waste includes but is not limited to, material to be recycled, reconditioned or reclaimed.
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 thereto, but only if the Personal Injury or Property Damage occurs away from premises owned by, leased to, rented to or occupied by the Insured and after physical possession of such products has been relinquished to others.
Professional Liability	means liability for any Breach of Duty of any Insured .
Professional	means the professional services of the Association as disclosed in the

Services	Proposal form and accompanying documentation.
Property Damage	means: (i) Physical injury to or destruction of or loss of tangible property including the loss of use thereof at any time resulting therefrom; or (ii) Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by physical injury to or destruction of other tangible property.
Registered Person	means a person registered by the Association as a member of a professional body as part of the Association's Professional Services .
Sickness	means sickness or disease contracted by an Executive of the Association as a result of Injury and which results solely and directly and independently of any other cause in death within one year to the date of occurrence of such Injury .
Statute	means an Act of the New Zealand Parliament and any subordinate legislation thereto.
Statutory Liability	means liability for Penalties for an Event .
Territorial Limits	means anywhere in New Zealand.
Third Party	means any entity or natural person; provided, however, Third Party does not mean: (a) any Insured ; or (b) any other entity or natural person having a financial interest in the operation of the Association or an Executive of the Association .
Tool of Trade	means any Vehicle which has attached as an integral part of such Vehicle any equipment for mechanical digging, scraping, grading, slashing, mowing, drilling, lifting or levelling, whilst such equipment is being used for the purpose for which it was designed.
Trade Secret	means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.
Vehicle	means any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power.
Watercraft	means any vessel or watercraft made to or intended to float on or in or travel on or through or under water.
Wrongful Act	means any actual or alleged wrongful act, error or omission by any: <ul style="list-style-type: none"> (i) Executive of an Association; (ii) Employee of an Association; or (iii) Association.

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Exclusions

This policy shall not cover **Loss** or make any payment in connection with any **Claim** arising out of, based upon or attributable to any:

Aircraft **Executive** being a pilot or crew member of any aircraft or an **Executive** engaging in any aerial activity except as a passenger in any properly licensed aircraft;

Aircraft, Hovercraft
and Watercraft
(General Liability) ownership, possession, maintenance, operation or use by or on behalf of the **Insured**:

a) Of any **Aircraft** or **Hovercraft**; or

b) Any **Watercraft** or vessel exceeding eight (8) metres in length.

Provided that this Exclusion shall not apply with respect to:

i) **Watercraft** owned by others and used by the **Insured** for **Business** entertainment; or

ii) Hand propelled or sailing craft.

This proviso i) and ii) shall only apply where such **Watercraft** are sailing or operating in New Zealand territorial or inland waters.

Asbestos mesothelioma, asbestosis or for any death, disease, loss of use of property, damage to property (including consequential loss) arising directly or indirectly out of or in connection with or in consequence of:

a) Inhaling, ingesting or physical exposure to asbestos or goods or products containing asbestos; or

b) The use of asbestos in constructing or manufacturing any good, product or structure; or

c) The removal of asbestos from any good, product or structure; or

d) The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos; or

e) The presence of asbestos in any building.

Assault and Battery assault or assault and battery, provided that this exclusion does not apply to the **Accidental Death Benefit**;

Conduct (i) improper use of position or information to gain any profit or advantage or cause any detriment to the **Association**;

(ii) remuneration illegally paid to or received by an **Insured**; or

(iii) criminal, fraudulent, wilful or malicious act, error or omission, or any intentional or knowing violation of law;

but only if: (a) the foregoing have been established by any judgment, other adjudication or arbitration; or (b) such **Insured** admits in writing to (i), (ii) or (iii) above;

Contractual Liability **Personal Injury or Property Damage**:

a) Where the **Insured** assumes liability under any contract or agreement.

But this Exclusion a) shall not apply to those written contracts:

i) designated in the Policy Schedule;

ii) where liability would have been implied by law;

iii) where the **Insured** assumes liability under a warranty of fitness or quality as regards the **Insured's Products**;

iv) to **Incidental Contracts** entered into by the **Named Insured**;

v) to **Insured Contracts** entered into by the **Named Insured** where the **Named Insured** is obligated to provide insurance as is afforded by this Policy, to any person or organisation, but only with respect to their liability

	<p>arising out of operations conducted by the Named Insured or on their behalf and not to any greater extent than required by the contract or agreement;</p> <p>b) Where the Insured has waived any rights, which but for the existence of such waiver would accrue to the Insured.</p>
Expected or Intended	<p>For Personal Injury or Property Damage expected or intended from the standpoint of the Insured. However, this exclusion does not apply to:</p> <p>a) Personal Injury or Property Damage resulting from the use of reasonable force to protect persons or property; or</p> <p>b) Liability of the Insured for compensation as the result of an act committed by the Insured's Employee(s) which results in Personal Injury or Property Damage expected or intended from the standpoint of the Insured's Employee(s), provided such act was not committed at the direction of the Insured.</p>
Financial Loss	<p>Under the General Liability Insuring Clause for Financial Loss, unless such loss is a direct result of Personal Injury or Property Damage for which indemnity is provided by this Policy.</p>
Fine, Penalties, Punitive, Aggravated, Exemplary Damages & Taxes	<p>Subject to the Statutory Liability Insuring Clause and the Punitive and Exemplary Damages Extension (if applicable):</p> <p>a) fines, penalties (civil or criminal), liquidated, punitive, aggravated or exemplary damages;</p> <p>b) Taxes;</p> <p>c) Non-pecuniary relief;</p> <p>d) Matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.</p>
Hazardous Materials	<p>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 lawfully;</p>
Intangible Rights	<p>actual or alleged Trade Secret, or intellectual property or privacy right except as provided for under the Professional Liability Insuring Clause;</p>
Internet Operations	<p>Personal Injury or Property Damage arising directly or indirectly out of or caused by or in connection with the Insured's internet operations, including but not limited to business conducted and/or transacted via the internet, intranet, extranet and/or via the Insured's own website, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.</p>
Known Facts/ Circumstances	<p>actual or alleged fact or circumstance that, prior to the Continuity Date, may reasonably have been expected by an Insured to give rise to a Claim;</p>
Libel / Slander	<p>For the General Liability Insuring Clause only:</p> <p>libel or slander:</p> <p>a) Made prior to the Policy Period; or</p> <p>b) Made by or at the Insured's direction with knowledge of the falsity or defamatory character thereof; or</p> <p>c) Related to advertising, broadcasting, publishing or telecasting activities including internet activity, conducted by the Insured or on the Insured's behalf.</p>
Loss of Use	<p>loss of use of any tangible property which has not been physically injured or destroyed resulting from:</p> <p>a) A delay in or lack of performance by the Insured or on the Insured's behalf of any contract or agreement; or</p> <p>b) The failure of the Insured's Products to meet the level of performance, quality, fitness or durability express or implied, warranted or represented by the Insured.</p> <p>Provided that this Exclusion b) does not apply to loss of use of other tangible</p>

property resulting from the sudden and accidental physical injury to or destruction of the **Insured's Products** after such products have been put to use by any person or organisation other than the **Insured**.

Liability for any **Personal Injury** or **Property Damage** or any other loss, injury, damage, cost or expense, including , but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

(a) Any **Fungus(i), Moulds(s)**, mildew or yeast, or

(b) Any **Spore(s)** or toxins created or produced by or emanating from such **Fungus(i), Mould(s)**, mildew or yeast, or

(c) Any substance, vapour , gas, or other emission or organic or inorganic body or substance produced by or arising out of any **Fungus(i), Mould(s)**, mildew or yeast, or

(d) Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbours, nurtures or acts as a medium for any **Fungus(i), Mould(s)**, mildew, yeast, or **Spore(s)** or toxins emanating therefrom,

Regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

Fungus(i) includes, but is not limited to, Any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including moulds, rusts, mildews, smuts and mushrooms.

Mould(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce moulds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any **Fungus(i), Mould(s)**, mildew, plants, organisms or micro-organisms

Non Compliance

Event which has resulted from the **Insured's** intentional, knowing or reckless failure to comply with any lawful abatement notice or enforcement order, improvement notice, prohibition notice or suspension notice, building notice, Notice to Rectify, Compliance Schedule, Gazetted Notice, or order made by a Commission, Tribunal, or Standards Review Board;

Nuclear

a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

Pensions

actual or alleged violation of any responsibilities, obligations or duties protecting or regulating any employee pension plans, employee welfare plans, employee retirement savings plans, employee profit sharing or employee benefits programme;

Pollution	<p>a) the discharge, dispersal, release or escape of Pollutants into or upon land the atmosphere or any watercourse or body of water;</p> <p>b) the cost of removing, monitoring, testing, containing, treating, detoxifying, neutralizing, nullifying or cleaning up Pollutants or Pollutants discharged, dispersed, released or escaped into or upon land, the atmosphere or any watercourse or body of water;</p> <p>c) fines, penalties, punitive, exemplary or multiple damages relating to the circumstances detailed in (a) above.</p> <p>d) the cost of preventing the escape of Pollutants.</p> <p>For General Liability Exclusions (a) and (b) shall not apply where the Claim or Legal Proceeding arises from a sudden identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place and occurs outside of North America. This Exclusion shall not apply to cover for Statutory Liability under this policy.</p>
Prior Claims/ Circumstances	<p>(i) as of the policy inception, prior or pending Claims or circumstance reported under any policy of which this policy is a renewal or replacement, or the same, continuous, repeated or related facts as those alleged in such prior or pending Claim or such circumstance; (ii) as at the Continuity Date, any pending or prior: a) litigation; or b) administrative or regulatory proceeding or official investigation of which an Insured Person had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or administrative or regulatory proceeding or official investigation;</p>
Product Defect Product Recall	<p>Property Damage to the Insured's Products;</p> <p>For any cost or expense incurred or claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Insured's Products or of any property of which such products form a part, if such products, or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.</p>
Property Owned or in the Insured's Physical or Legal Control	<p>Property Damage to:</p> <p>a) Property owned by, leased or rented to the Insured; or</p> <p>b) Property belonging to the Insured or in the care, custody or control of the Insured or any Employee of the Insured;</p> <p>c) That particular part of any real property on which the Insured or any contractors working directly or indirectly on the Insured's behalf are performing operations if the loss or Property Damage arises out of those operations.</p>
Racing	driving or riding in any kind of race;
Radiation	Liability from ionising radiations or contamination by radioactivity from any nuclear fuel or from any 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;
Redundancy	obligation of any kind under any source in respect of redundancy or severance, or any breach or non-observance of such obligation;
Retroactive Date	Injury, Fidelity Loss, Management Liability, Professional Liability, Statutory Liability, Personal Injury, or Property Damage committed or allegedly committed prior to the Retroactive Date ;
Sexual Molestation	actual or alleged sexual molestation or abuse, including any alleged direct sexual activity and any allegation that an Insured negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including without limitation, any allegation that the violation of a civil right caused or contributed to such a Claim , however,

this Exclusion does not apply to any **Claim** made against the **Association** for **Employment Liability**;

Silica	presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form, or to any obligation of the Insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form;
Statutory Liability	of the following excluded Statutes : Arms Act 1983; Aviation Crimes Act 1972; Crimes Act 1961; Land Transport Act 1988; Proceeds of Crime Act 1991; Summary Offences Act 1981; Transport Act 1962; Transport (Vehicle and Driver Registration and Licensing) Act 1986 and any other Act of Parliament specified by endorsement as an excluded Act;
Territorial Limits	Fidelity Loss, Management Liability, Professional Liability, Personal Injury or Occurrence, Claim, Legal Proceeding or litigation brought in a court outside New Zealand; except for liability in respect of Personal Injury or Property Damage incurred by Insured Persons attending a conference outside New Zealand on behalf of the Association ;
Terrorism	<p>For Personal Injury or Property Damage arising directly or indirectly as a result of or in connection with terrorism including, but not limited to, any contemporaneous or ensuing Personal Injury or Property Damage caused by fire, looting or theft.</p> <p>Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.</p> <p>Terrorism shall also include any act which is verified or recognised by the government of any country in which the Insured operates or exports products into, as an act of terrorism.</p>
Trade Debts / Insolvency	(i) trading debt incurred by an Insured or arising from a trading debt incurred by a business managed by or carried on by or on behalf of the Insured , or (ii) guarantee given by an Insured for a debt; or (iii) insolvency, administration or receivership of the Insured or its actual or alleged inability to meet any or all of its debts as and when they fall due;
Vehicles	<p>Personal Injury or Property Damage caused by or arising out of the ownership, possession, use of or operation by the Insured of any Vehicle which is registered or in respect of which insurance is required by virtue of any legislation.</p> <p>Provided that this Exclusion shall not apply to the Insured's liability for Personal Injury or Property Damage arising from:</p> <ol style="list-style-type: none">The actual loading, unloading, delivery or collection of goods to or from any Vehicle;The use of any Tool of Trade either on any site where the Insured is undertaking work or at the Insured's premises. <p>This proviso b) does not extend cover to the use of any Tool of Trade, whilst in transit or whilst being used for transport or haulage;</p>
War	Personal Injury, Property Damage or Loss directly or indirectly caused by or in consequence of war, invasion, act of foreign enemy, hostilities (with or

Workers Compensation and Employers Liability	<p>without the declaration of war), civil war, civil commotion, factional civil commotion, rebellion, revolution, insurrection, military or usurped power.</p> <p>a) In respect of Bodily Injury sustained by an Employee which arises out of or in the course of their employment by the Insured;</p> <p>Provided that this Exclusion a) does not apply to the Employers Liability Insuring Clause;</p> <p>b) Imposed by the provisions of any:</p> <ul style="list-style-type: none"> i) Workers' compensation legislation or under any similar legislation; ii) Accident compensation legislation or under any similar legislation; iii) Industrial award, agreement or determination. <p>c) For any obligation for which the Insured may be held liable under any Worker's Compensation Law or under any similar law.</p>
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In addition, this policy shall not cover Loss or make any payment in connection with any Claim:

Additional Penalties	for a Penalty imposed on the Insureds in relation to: (i) a daily or ongoing Event or offence to the extent that the Penalty relates to the period of time after the Insured first received notice of the prosecution or of the intention to commence the prosecution; or (ii) the cost or payment of any enforcement order, remedial order or compliance order; or (iii) the cost or payment of any tax (Penalty or otherwise), interest, compliance costs, duty or other monetary obligation to the Inland Revenue Department; or (iv) any damages or compensation, not part of a Penalty , imposed by a tribunal or court of competent jurisdiction;
Anticompetitive Practices	for any violation of any law applicable to: business competition, unfair trade practices or tortious interference with any business or contractual relationships except as provided for cover to an Insured Person under the Professional Liability Insuring Clause;
Benefits	for any workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance benefit, retirement benefits, social security benefits or any similar or obligation;
Bodily Injury	for bodily injury, sickness, disease, or death of any person, or infliction of emotional distress; provided that this exclusion does not apply to cover for Claims made under the Employers, General & Products Liability, or Accidental Death Benefit Insuring Clauses and extensions thereto;
Failure to Maintain Insurance	for Loss (excluding Defence Costs) for an actual or alleged failure to effect or maintain any insurance, reinsurance or bond;
Indirect Activities	for any Employee engaged in any activity or occupation not directly part of the business of the Company unless the Insured gives prior written notice of such engagement to the Insurer who signifies its agreement to cover being extended by way of endorsement to the policy and the payment by the Insured of such additional Premium as the Insurer may require;
Insured v. Insured	brought or maintained by, on behalf of or in the right of the Association or any Insured Person unless such Claim is brought and maintained: (a) in the name of the Association by any legally authorised individual or entity, other than the Association itself, without the assistance, intervention, solicitation or active participation of the Association or any Insured Person ; or (b) by an Insured Person in the form of a cross-claim or third-party claim for contribution or indemnity which is part of, and results directly from a Claim that is covered by this policy; or (c) for Employment Liability ; or (d) by any former director, secretary or Officer who has not served as a director, secretary or Officer of the Association for at least 2 years prior to the Claim first being made against an Insured Person .

Return of Fees for the return of fees, charges, commissions or any other form of remuneration or consideration for **Professional Services** by the **Insured**;

Conditions: Limit and Retention

Limit of Liability	The total amount payable by the Insurer under this policy shall not, in the aggregate, exceed the Limit of Liability except where the Limit of Liability for Professional Liability has been reinstated pursuant to the Reinstatement Extension. Sub-limits of Liability, Extensions and Defence Costs are part of that amount and are <u>not</u> payable in addition to the Limit of Liability except for payments under the General Liability Defence Payments extension. The total amounts payable by the Insurer under any Extensions subject to a Sub-limit of Liability shall not exceed the applicable amount specified as such for that Extension. The inclusion of more than one Insured under this policy does not increase the total amount payable by the Insurer under this policy.
Retention	<p>The Insurer shall only pay for the amount of any Crisis Loss, Fidelity Loss, Loss or payments under the General Liability Insuring Clause or any applicable Extension which, after any applicable allocation, are in excess of the Retention. Nevertheless, the Retention shall not apply to Loss of an Insured Person that cannot be indemnified by the Association. The Retention applies to Defence Costs and must be borne by the Association and shall remain uninsured. A single Retention shall apply to Loss arising from all Claims alleging the same Crisis Loss, Fidelity Loss, Management Liability, Professional Liability, Personal Injury, or Property Damage.</p> <p>The Insurer will not defend any Claim or Legal Proceeding or investigate any Claim or Legal Proceeding arising from an Occurrence after the exhaustion of the applicable Limits of Liability by the payment of loss.</p>
Non-Compliance	The amount of indemnity under this Policy shall be reduced where the Insured's breach of, or non-compliance with, the terms and conditions of this Policy prejudices the settlement or handling of a Loss or Claim , to such sum which in the opinion of the Insurer would have been payable by them without such prejudice

Conditions: Claims

Advance Payment of Defence Costs	The Insurer may not refuse to advance Defence Costs for Management Liability by reason only that the Insurer considers that conduct referred to in paragraphs (i) to (iii) of the Conduct Exclusion has occurred, until such time as there is an admission, or, a judgment, award or other finding by a court, tribunal or arbitrator which establishes the foregoing. Any payments advanced in respect of Defence Costs for which it is ultimately established the Insurer is not liable must be repaid by the Insured Persons and/or the Association .
Bankruptcy or Insolvency	The bankruptcy of any Insured Person or insolvency of the Association shall not relieve the Insurer of any obligations under this policy.
Circumstances	Any Insured may, during the Policy Period , notify the Insurer at the address provided in the Schedule of any circumstance reasonably expected to give rise to a Claim . The notice must include the reasons for anticipating that Claim , and full particulars as to dates, acts and persons involved. Mere notice of a Crisis Loss as required by the Crisis Loss Insuring Clause will not satisfy the notice requirements of this clause.
Claims Made & Reported	Cover under this policy for all Insuring Clauses and Extensions other than for General Liability is afforded solely with respect to Claims first made against an Insured and Crisis Events during the Policy Period that are reported to the Insurer as soon as practicable during the Policy Period or the Discovery Period, if applicable. All notifications must be addressed as required in the Claims Notice Item in the Schedule and reference the Policy Number .

Duties in Event of
General Liability
Claim

Cover under the General Liability Insuring Clause is afforded solely with respect to an **Occurrence** happening during the **Policy Period** within the **Territorial Limits** which arises from and within the course of the **Business** and provided that the action for damages is brought against an **Insured** within the **Territorial Limits**.

Upon the happening of an **Occurrence** which may give rise to a **Claim** or **Legal Proceeding** under this Policy the **Insured** must:

- a) as soon as reasonably practicable-
 - i) notify the **Insurer** of such **Occurrence**;
 - ii) provide in writing as required all particulars and information as the **Insurer** may request;
- b) immediately-
 - i) on receipt forward to the **Insurer** every letter, **Claim**, writ of **Legal Proceedings** or other document served on the **Insured** or their representative;
 - ii) notify the **Insurer** of any impending prosecution, inquest, fatal inquiry or proceedings in any court;
- c) as the **Insurer** may require-
 - i) retain anything connected therewith;
 - ii) provide all assistance;
- d) promptly take at the **Insured's** own expense, all reasonable steps to prevent other **Personal Injury** or **Property Damage** arising out of the same conditions, but such expense shall not be recoverable under this Policy.

The **Insured** shall not:

- a) make any admission of liability;
- b) take any action which may be construed as an admission of liability;
- c) repudiate or settle any **Claim** or **Legal Proceeding**; or
- d) waive any rights of recovery without **our** prior written consent.

The **Insurer** has the right to:

- a) Defend any **Claim** or **Legal Proceeding** against the **Insured**;
 - i) take over and conduct the defence or settlement of any **Claim** or **Legal Proceeding**;
 - ii) prosecute for its own benefit any **Claim** or **Legal Proceeding** for indemnity or damages or otherwise in the name of the **Insured**;
- b) Have subrogation of all the **Insured's** rights of recovery against any person or organisation, whether before or after, indemnification by the **Insurer**;
- c) Exercise full discretion in the conduct of any **Legal Proceedings** and in the settlement of any **Claim** or **Legal Proceeding**, whether before or after indemnification by the **Insurer**.

Consent: Insured

The **Insurer** may settle any **Claim** with respect to any **Insured**, subject to such **Insured's** or the **Policyholder's** written consent.

Consent: Insurer

No **Insured** shall admit or assume any liability, enter into any settlement agreement, or consent to any judgment without the prior written consent of the **Insurer**. Only judgments resulting from **Claims** defended in accordance with

	this policy shall be recoverable as a Fidelity Loss or Loss under this policy.
Continuity	Notwithstanding the Known or Prior Exclusion, cover is provided under this policy for any Claim , or circumstance, which could or should have been notified under any earlier policy, provided always: (i) the Claim , or circumstance, could and should have been notified after the Continuity Date ; and (ii) the cover provided under this Condition shall be in accordance with the provisions of the policy under which the Claim , or circumstance, could and should have been notified. This Condition applies to all Insuring Clauses other than the General Liability Insuring Clause.
Defence/ Settlement	The Insured must, at its own cost, render all reasonable assistance to the Insurer and take all reasonable measures to mitigate Loss . The Insured shall defend and contest any Claim made against them. The Insurer shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the Insurer . The Insurer may undertake investigations, conduct negotiations and with the written consent of the Insured settle any Claim or Legal Proceedings where settlement has been agreed to by the parties being indemnified or has been recommended by a Senior Counsel.
Determination of Whether Insurer's Settlement Recommendations are Reasonable	Should any Insured wish to contest any legal proceedings which the Insurer wants to settle, then the Insurer agrees to the appointment, at the Insureds' request, of a Senior Lawyer (to be mutually agreed upon by the Insured and the Insurer , or in the absence of mutual agreement to be appointed by the President of the Law Society, or equivalent organisation, in the jurisdiction in which the legal proceedings were first served) to determine whether the Insurer's settlement recommendation is reasonable. The Senior Lawyer shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the plaintiff, the likely costs of defence and the prospects of the Insured successfully defending the action. The costs of the Senior Lawyer's opinion shall be borne by the Insurer .
Loss Allocation	Where any Loss is incurred in respect of any Claim which arises from both covered matters and matters not covered by this policy, the Insurer's liability under this policy is limited to the proportion of the Loss which represents a fair and equitable allocation between the Insureds and the Insurer , taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.
Allocation Disputes	If the parties are unable to agree, then the fair and equitable allocation is to be determined by a Senior Lawyer (to be mutually agreed upon by the Policyholder and the Insurer , or in the absence of agreement, to be appointed by the President of the Law Society, or equivalent organisation, in the jurisdiction in which the Loss was incurred). The Senior Lawyer is to determine the fair and equitable allocation as an expert, not as an arbitrator. The Policyholder (or its designee) and the Insurer may make submissions to the Senior Lawyer. The Senior Lawyer is to take account of the parties' submissions, but the Senior Lawyer is not to be fettered by such submissions and is to determine the fair and equitable allocation in accordance with his or her own judgment and opinion. The Senior Lawyer's determination shall be final and binding. The costs of the Senior Lawyer's determination are to be borne by the Insurer .
	For so long as the proportion of Defence Costs to be advanced under the policy remains not agreed and undetermined, the Insurer shall advance the proportion of the Defence Costs which it considers represents a fair and equitable allocation. The fair and equitable allocation finally agreed or determined shall be applied retrospectively to any Defence Costs incurred prior to agreement or determination.
Preservation of Right to Indemnity	In the event and to the extent that the Association is permitted or required to indemnify any Insured Person in respect of a Claim , but for whatever reason fails or refuses to do so, then the Insurer shall pay on behalf of the Insured

Person any **Loss** arising from such **Claim**. In such event the **Retention** applicable to Association Reimbursement Cover shall be paid by the **Association** to the **Insurer**. In the event of the **Association** being placed in liquidation (other than voluntary liquidation) no **Retention** shall apply.

Recovery	This policy and any rights under it may not be assigned without the prior written consent of the Insurer . Upon payment, the Insurer shall be subrogated to all rights of recovery of the Insured even if the Insured has not been fully compensated for its loss and be entitled to pursue and enforce such rights in the name of the Insured .
Related Claims	If notice of a Claim or circumstance is given as required by this policy, then any subsequent Claim alleging, arising out of, based upon or attributable to the facts alleged in that Claim or described in that circumstance notice shall be deemed first made against an Insured and reported to the Insurer at the time the required notices were first provided. Any Claim arising out of, based upon or attributable to continuous, repeated or related Crisis Loss, Fidelity Loss, Management Liability, Professional Liability, Statutory Liability, Personal Injury, or Property Damage shall be considered a single Claim .

Conditions: General

Alteration of Risk	The Named Insured shall notify the Insurer in writing within thirty (30) days of any material changes to the Business description as stated in the Policy Schedule. The Insurer reserves the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such change in description of Business as set forth in the Policy Schedule.
Assignment	This policy and any rights hereunder cannot be assigned without the Insurer's prior written consent.
Authority	It is agreed that the Policyholder acts on behalf of all Insureds with respect to; a) the giving of notice of a Claim or circumstance or Occurrence ; b) the giving and receiving of any notice of cancellation; c) the payment of premium and the receipt of any refund of premium that may become due; d) the payment of the Retention ; e) the negotiation and receipt of any Endorsement; or f) the election of any right under the Discovery Extension.
Cancellation	The Policy may be cancelled at any time at the written request of the Named Insured in which case the Insurer shall retain the customary short rate proportion of the premium. The Insurer may cancel the Policy as and in the manner permitted by law who in which case shall be entitled to retain the pro-rata proportion of the premium. However, if any Claims, Legal Proceedings or Losses have been notified to the Insurer during the relevant Policy Period and prior to the date of cancellation, no refund of premium shall be made to the Named Insured .
Compliance	The Insured shall comply with all statutory requirements concerning the inspection of passenger lifts and steam pressure apparatus.
Currency	All premiums and payments made on Claims or Losses (if any) are payable in New Zealand and in New Zealand dollars.
Governing Law	Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of New Zealand. The parties agree to submit to the exclusive jurisdiction of the New Zealand courts.
GST	All amounts indicated in this Policy and the attached Schedule are exclusive of Goods and Services Tax where payable by law.
Headings and Titles	The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this policy. Words in bold typeface have special meaning and are defined or listed in the Schedule. Words and expressions in the singular shall include the plural and vice versa.

Words that are not specifically defined in this policy have the meaning normally attributed to them.

Inspection

The **Insurer** may audit and examine the **Named Insured's** books and records as they relate to this policy at any time during the **Policy Period** or anytime after the expiration or termination of this policy.

The **Insurer** has the right, but is not obligated, to inspect the **Insured's** premises and operations at any time without prior notice to the **Insured** subject to which we will use reasonable endeavours to give the **Insured** reasonable notice of any intended inspection. The **Insurer's** inspections are not safety inspections. They relate only to the insurability of the **Insured's** premises and operations and the premiums to be charged. The **Insured** will allow us, our agents, representatives, **Employees** or consultants (hereinafter referred as the "**Surveyor**");

- a) access to its premises and other places of **Business**; and
- b) to conduct such enquiries as the **Surveyor** deems necessary, including (without limitation) by way of interviews with employees; and generally
- c) provide all reasonable cooperation and assistance as we or the **Surveyor** may require in a conduct of the Survey.

The **Insurer** may give the **Insured** reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organisation to provide for the health or safety of the **Insured's Employees** or the public. We do not warrant the health and safety conditions of the **Insured** or **Insured's** premises or operations or represent that the **Insured** or **Insured's** premises or operations comply with laws, regulations, codes or standards.

Observance

By accepting this policy the **Named Insured** agrees that the statements in the proposal, broker submission, and any attachments are accurate and complete and acknowledges that we have issued this policy in reliance upon those representations

Other Insurance/
Indemnification

Cover under this policy is specifically provided only as excess over any self-insurance or other applicable insurance, unless such other insurance is written only as specific excess insurance over the **Limit of Liability** of this policy. Nothing contained herein shall be construed to increase the **Limit of Liability** of this policy. If another insurance policy imposes upon an insurer a duty to defend a **Claim**, this policy shall not cover **Defence Costs** arising out of that **Claim**.

Policy Purchase

In granting cover to the **Insured**, the **Insurer** has relied upon all the information and documentation submitted to the **Insurer** in connection with the underwriting of this policy or any prior policy of which this policy is a renewal or a replacement or which it succeeds in time. Those documents and information form the basis of cover and shall be considered incorporated into and a part of this policy.

Reasonable Care

The **Insured** shall take all reasonable care to prevent injury or loss or damage and to maintain the premises, plant and all other business assets in good repair, and to comply with all statutory obligations and regulations.

The **Insured** shall make good or remedy any defect or danger and take such additional precautions as may be required as soon as possible after discovery, but such expenses shall not be recoverable under this policy.

Severability
(Proposal)

The proposal form shall be fully severable, so that the knowledge of one **Insured** shall not be imputed to any another **Insured**.

Severability
(Conduct)

the **Wrongful Acts** of or knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person** and only knowledge possessed by any past, present or future Chairman of the Board of Directors or Trustees,

chief executive officer, chief operating officer, chief financial officer or chief legal officer (or equivalent positions) of an **Association** shall be imputed to that **Association**, for each of the preceding exclusions.

Subrogation

If any payment is made under this policy in respect of a **Claim**, then the **Insurer** shall be subrogated to all rights of recovery of the **Named Insured** and shall be entitled to pursue and enforce such rights in the name of the **Named Insured** who shall provide the **Insurer** with all reasonable assistance and co-operation including the execution of any necessary instruments and papers. The **Named Insured** shall do nothing to prejudice these rights. Any amount recovered in excess of the **Insurer's** total payment shall be restored to the **Named Insured** less the cost to the **Insurer** of such recovery. The **Insurer** however waives all rights of subrogation against any **Insured Person** unless the **Insured Person** has been held liable for a breach of the Conduct Exclusion.

Validity

This policy shall not be binding upon the **Insurer** unless it is countersigned on the Schedule by an authorised representative of the **Insurer**.

<end>

