

CLIENT REFERENCE: BROKER: 131-0CYQJ Dave Butchart

# **Policy Schedule**

**Body Corporate Insurance** 

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

THE INSURED	CLIENT NO.	COVER NO.
Body Corporate 90202	131-0CYQJ	1640199-009-06
THE INSURER	% of cover	INSURER POLICY NO.
IAG New Zealand Limited	100	38-3762705-BCP

PERIOD OF INSURANCE From 26/10

From 26/10/23 to 26/10/24 at 4:00pm; Local Standard Time

#### **DETAILS OF INSURANCE**

#### **Building Situation**

16 Rototuna Road, Rototuna, Hamilton

#### **Sum Insured**

Buildings - Full Replacement to \$29,086,000 Contents of Hall - Full Replacement to \$35,831

#### POLICY DETAILS

**Policy Wording** 

NZI Residential Buildings (Multi-Dwelling) Policy RBD0818

#### Extensions

Loss of Rents (12 months indemnity period) Landlords Fixtures & Fittings - \$50,000 per unit - maximum Alternative Accommodation - Following Loss other than Contamination

Alternative Accommodation - Following Contamination Loss

Malicious Damage by Tenants - Maximum payable during the annual period Malicious Damage by Tenants - Maximum payable during the annual period Common Property - Maximum payable during the annual period is increased to Hidden Gradual Damage Maximum payable during the annual period increased to Hidden Gradual Damage Maximum payable during the annual period increased to Loss of Rents - Following Loss other than Contamination Loss of Rents - Following Contamination Loss Additional Costs Fees & Other Costs Landlords Contents Removal & Storage

Tree Removal Cost of Re-Letting \$50,000 per unit \$500,000 for all events \$50,000 per event for each unit \$25,000 per event for each unit \$5,000 per unit \$50,000 for all units \$100,000 \$10,000 per unit \$50,000 for all units \$50,000 per unit \$25,000 per unit \$50,000 per event \$2,500 per event/unit -\$10,000 per event \$50,000 \$1,000 per event/unit -

## **ENDORSEMENTS AND / OR CLAUSES**

Buildings comprise of 62 units including Managers Residence, Hall, Site Improvements & Underground Services

#### **DEDUCTIBLES / EXCESSES**

Owner Occupied	\$250
Tenanted Units	\$250
Unoccupied Units	\$1,000
Common Areas	\$500
Loss Indemnified Under Meth Contamination	\$2,500
Natural Disaster	

2.5% of Sum Insured minimum \$2,500

Community Hall Excesses; Standard \$500 Burglary \$1,000 Theft \$2,500

#### **INSURER RATINGS**

Insurer				Cover (	(%) Ra	ating	Agency
IAG New 2	Zealand Limited			100	AA	4-	S&P
The Stand	lard & Poor's (S&P) Insure	r financial	strength rating so	cale is:			
AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very We	eak)	
AA	(Very Strong)	BB	(Marginal)	CC	(Extreme	ely Wea	k)
A	(Strong)	В	(Weak)	NR	(Not Rate	ed)	
				R	(Regulat	tory Sup	ervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.



\$2,000,000

\$2,000,000

New Zealand Only

New Zealand Only

CLIENT REFERENCE: BROKER: 131- 0CYQJ Dave Butchart

# Policy Schedule

**Public Liability Insurance** 

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

THE INSURED	CLIENT NO.	COVER NO.
Body Corporate 90202	131-0CYQJ	1640199-009-03
THE INSURER	% OF COVER	INSURER POLICY NO.
IAG New Zealand Limited	100	38-3762705-BCP

PERIOD OF INSURANCE

From 26/10/23 to 26/10/24 at 4:00pm; Local Standard Time

#### **DETAILS OF INSURANCE**

**Business Activity** 

Body Corporate

Limit any one occurrence

Limit in the aggregate

Public Liability Product Liability Territory Jurisdiction

POLICY DETAILS

 Policy Wording
 NZI Broadform Liability Policy Wording BRD0318

To obtain a copy of this policy wording please visit <u>ajg.co.nz/policy-documents</u> and enter the following code in the search engine BLNZI0318.

Automatic Policy Extensions Advertising Liability	\$1,000,000
5	
Business Advice or Service	Included
Business Travel To A Non-Territorial Country	Included
Care, Custody or Control	\$500,000
Drones	\$1,000,000
Goods Lifted or Carried By Crane	\$250,000
Hot Works Away From Your Premises	Included
Innkeeper's Liability	Included
Landlord's Liability	Included
Lost or Stolen Keys	Included
Product Withdrawal Costs - New Zealand Only	\$100,000
Punitive or Exemplary Damages	\$1,000,000
Service/Repair - Machinery	\$250,000
Service/Repair - Vehicle and Watercraft	\$500,000

Tenant's Liability Underground Services Vehicles/Mobile Mechanical Plant Liability Vibration and removal of support

#### **Optional Extension**

Property Being Worked On

Included Included Included \$500.000

Excluded

#### ENDORSEMENTS AND / OR CLAUSES

#### Communicable Disease Exclusion

#### Your policy is amended as follows:

You are not insured for any actual or alleged loss, liability, claim, cost or expense:

- a) caused by or attributed to a communicable disease, or
- b) directly or indirectly attributed to or in connection with any orders, actions or measures of a public authority (including any act, error, or omission by any person in connection with any such order, action or measure) to control, prevent, respond to, or suppress any diseases, conditions or circumstances described in this exclusion.

#### communicable disease means any:

- a) disease stated to be a quarantinable disease under the Health Act 1956 or in respect of which a state of emergency has been declared under the Civil Defence Emergency Management Act 2002; or
- b) outbreak of disease declared as a pandemic or epidemic by the World Health Organisation or the New Zealand government or any New Zealand government agency or lawful authority; or
- c) disease declared by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).

Reference in this exclusion to legislation and legislative and official terms include any amended, replacement, reenacted, successor, equivalent, substituted, corresponding, or similar legislation (including any secondary legislation made under such legislation) and legislative and official terms.

#### **Cyber Exclusion**

#### Your policy is amended as follows:

You are not insured for any actual or alleged loss, liability, claim, cost or expense, directly or indirectly contributed to by, resulting from, arising out of, or in connection with:

- a) a **cyber act** including any action taken in controlling, preventing, suppressing, remediating, or responding to a **cyber act**; or
- b) a **cyber incident** including any action taken in controlling, preventing, suppressing, remediating, or responding to a **cyber incident**; or
- c) a loss of data resulting from a cyber act or a cyber incident.

This exclusion does not apply in respect of liability arising out of:

- (I) damage (for clarity, damage does not include loss of data), or
- (II) injury except that injury does not include shock, fright, mental anguish or mental injury.

#### Definitions

cyber act means:

an unauthorised, malicious, or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, process of, use of or operation of any **computer system**.

#### cyber incident means:

- a) any error or omission or series of related errors or omissions in creating, amending, entering, deleting or using any **data**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access or process **data**.

#### loss of data means:

any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss, or theft of any **data**, including any amount pertaining to the value of such **data**.

#### data means:

information, facts, concepts, code or any other information of any kind that is recorded or transmitted in

electronic or digital form to be used, accessed, processed, transmitted or stored by a computer system.

#### computer system means:

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller and including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, whether owned or operated by **you** or any other party.

damage, injury and you have the same meanings as those provided in the policy.

#### **Sanctions Exclusion**

#### **Policy Endorsement**

#### This policy is amended as follows:

This Sanctions exclusion applies despite anything to the contrary in the policy or any endorsement.

This policy is deemed not to provide any cover, and no payment will be made or benefit provided, to the extent that the provision of such cover, payment, or benefit may breach or risk exposure to any:

- 1. sanction, prohibition or restriction under United Nations resolutions; or
- 2. trade or economic sanction, law or regulation of New Zealand, Australia, the United Kingdom, the United States of America or the European Union.

Any equivalent clause applying to the policy is superseded by the Sanctions exclusion above. An equivalent clause may exclude, restrict, or deny cover, payments, services and/or benefits due to any sanction, prohibition, penalty, or restriction of any United Nations resolution, or the trade or economic sanctions, laws, or regulations of any country, and/or the European Union.

#### **DEDUCTIBLES / EXCESSES**

Standard Excess	\$500
Advertising Liability	\$1,000
Care, Custody or Control	\$1,000
Drones	\$1,000
Goods Lifted or Carried By Crane	\$2,500
Product Withdrawal Costs	\$2,500
Property Being Worked On	\$1,000
Service/Repair - Machinery	\$2,500
Service/Repair - Vehicle and Watercraft	\$1,000
Underground Services Liability	\$2,500
Vibration and Removal of Support	\$5,000

#### **INSURER RATINGS**

Insurer				Cover	(%) Rating Agency
IAG New Z	Zealand Limited			100	AA- S&P
The Stand	ard & Poor's (S&P) Insurer	financial	strength rating scal	e is:	
AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very Weak)
AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)
A	(Strong)	В	(Weak)	NR	(Not Rated)
				R	(Regulatory Supervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.



CLIENT REFERENCE: BROKER: 131- 0CYQJ Dave Butchart

# **Policy Schedule**

**Statutory Liability Insurance** 

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

THE INSURED	CLIENT NO.	cover no.
Body Corporate 90202	131-0CYQJ	1640199-009-04
THE INSURER	% of cover	INSURER POLICY NO.
IAG New Zealand Limited	100	38-3762705-BCP

PERIOD OF INSURANCE

From 26/10/23 to 26/10/24 at 4:00pm; Local Standard Time

#### **DETAILS OF INSURANCE**

Business Activity	Body Corporate	
Limit of Indemnity Defence Cost Limit of Indemnity	Any one Claim and in the aggregate Any one Claim and in the aggregate	\$1,000,000 \$1,000,000
Territory Jurisdiction Retroactive Date	New Zealand Only New Zealand Only 26/10/2018	

#### POLICY DETAILS

**Policy Wording** 

NZI Statutory Liability Policy Wording STL0318

#### **ENDORSEMENTS AND / OR CLAUSES**

#### **DEDUCTIBLES / EXCESSES**

Standard

Each and every claim including costs

\$500

#### **INSURER RATINGS**

Insurer	Cover (%)	Rating	Agency
IAG New Zealand Limited	100	AA-	S&P

The Standard & Poor's (S&P) Insurer financial strength rating scale is:

AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very Weak)
AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)
A	(Strong)	В	(Weak)	NR	(Not Rated)
				R	(Regulatory Supervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.



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# Policy Schedule

Office Bearers Liability Insurance

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

THE INSURED	CLIENT NO.	cover no.
Body Corporate 90202	131-0CYQJ	1640199-009-05
THE INSURER IAG New Zealand Limited	% of cover 100	INSURER POLICY NO.

PERIOD OF INSURANCE From 26/10/23 to 26/10/24 at 4:00pm; Local Standard Time

#### POLICY DETAILS

Type of Property	Body Corporate	
Limit of Indemnity	Any one Claim and in the aggregate	\$1,000,000
Territory Jurisdiction Retroactive Date	New Zealand Only New Zealand Only 26/10/2018	

#### POLICY DETAILS

**Policy Wording** 

NZI Body Corporate Liability BC1018

#### **ENDORSEMENTS AND / OR CLAUSES**

\* Failure to Maintain Insurance Exclusion Applies

This policy is on a "claims made" basis. That is, claims known circumstances must be discovered and be reported in the period of insurance. Potential losses must be advised immediately, however this policy allows for notification of claims for a period of 21 days after the insurance expires or is renewed.

#### **DEDUCTIBLES / EXCESSES**

Standard

Each and every claim including costs

\$1,000

#### **INSURER RATINGS**

Insurer				Cover	(%)	Rating	Agency
IAG New 2	Zealand Limited			100		AA-	S&P
The Stand	lard & Poor's (S&P) Insure	r financial	strength rating so	cale is:			
AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very	Weak)	
AA	(Very Strong)	BB	(Marginal)	CC	(Extre	emely Wea	ak)
А	(Strong)	В	(Weak)	NR	(Not F	Rated)	
				R	(Regu	ulatory Su	pervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.

#### **REFERRAL REMUNERATION**

We sometimes pay a share of our remuneration to others who refer you to us. Remuneration is brokerage from insurers with whom your insurance is placed and/or fee income for our services.

#### FAIR INSURANCE CODE 2020

If you have a personal insurance policy or are a small to medium (SME) business and your insurance policy is underwritten by a member of the Insurance Council of New Zealand (ICNZ), a new version of the Fair Insurance Code will apply from 1<sup>st</sup> April 2020.

A list of ICNZ members and a copy of the Fair Insurance Code 2020 can be found at www.icnz.org.nz.

#### **DUTY OF DISCLOSURE**

The insurance cover that has been arranged for you is based on the information you provided. Because that information is material to the insurer providing your insurance, you must advise any changes or any information that could affect the insurer's acceptance of your insurance. If you don't disclose or you misrepresent any material information your insurance could be invalidated and any claim may not be paid.

While your duty of disclosure applies before you take out an insurance policy or when you renew a policy, you should also advise us of any material change or circumstance if something comes to light during the period of your insurance. Examples of such disclosures could include structural alterations to a building, un-occupancy of insured premises, the installation of new equipment; a change in business operations or many other such changes.

Your duty of disclosure is crucial in maintaining your insurance protection. If you are unsure about any aspect of it please contact us for guidance.



CLIENT REFERENCE: BROKER:

131-0CYQJ Dave Butchart

# Policy Schedule SMARTpak Motor Vehicle Insurance

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

THE INSURED Body Corporate 90202 THE INSURER	o underwriting ogert for	CLIENT NO. 131-0CYQJ	COVER NO. 1974270-001 -02 INSURER POLICY NO.
Monument Insurance (NZ) a IAG New Zealand Ltd AIG Insurance NZ Ltd Vero Insurance NZ Ltd PERIOD OF INSURANCE	pm; Local Standard Time	PLM771ND-1	
POLICY DETAILS			
Covering	Motor vehicles and items of mobile	e plant (as detailed below)	

Situation Anywhere in New Zealand including inter island transit

## **VEHICLE COVER DETAILS**

#### Section 1: Sum Insured

Vehicle Description Cover Type Sum Insured 3.1 Agreed Vehicle Value 3.2 Driving Hours Loss of Use	JLR448 2015 LDV V80 Comprehensive \$24,348 Excluded Excluded Excluded 3.3 Loss of Use Maximum Daily Limit - \$0 Maximum Total Limit - \$0
<ul><li>3.4 Vehicle Plant Replacement Value</li><li>Maximum Limit any one accident</li><li>3.1 Towing for Reward</li><li>5.3 Vehicles which carry fare paying passengers</li></ul>	Excluded \$0 Excluded Excluded
Minimum Excess Payable (as shown or 1% of the sum insured, whichever the greater), plus additional applicable excesses as shown below <b>Total Sum Insured of Vehicles</b>	\$500 <b>\$24,348</b>
Section 2: Legal Liability Limit of Liability	\$10,000,000

#### Subject to the following maximums:

\$2,000,000

The maximum amount payable under Section 2 arising out of the ownership, operation or maintenance of any Insured Vehicles within the restricted area of any airport used for scheduled commercial flights

#### POLICY DETAILS

#### Policy Wording SMARTpak Commercial Motor Policy Wording 2021

To obtain a copy of this policy wording please visit <u>ajg.co.nz/policy-documents</u> and enter the following code in the search engine CMSME2021.

The Policy may be subject to additional conditions which alter the cover provided by your policy. Please see below for any endorsements or warranties that apply. **Automatic Extensions Section 1** 

Automatic Extensions Section 1	
2.1 Car Sharing Agreement	Included
2.2 Claims Preparation Costs	\$20,000
2.3 Cleaning Up Costs	\$50,000
2.4 Costs Associated with Theft	\$5,000
2.5 Death by Accident	\$10,000
2.6 Disability Modifications	\$10,000
2.7 Emergency Accommodation and Travel	\$10,000
2.8 Employees' Vehicles	Included
2.9 Funeral Expenses	\$10,000
2.10 Goods in Transit	\$20,000
2.11 Hired Use	Included
2.12 Hoists	\$20,000
2.13 Ingestion of Foreign Objects	Included
2.14 Keys and Locks	\$5,000
2.15 Rewards	\$10,000
2.16 Salvage and Safety	Included
2.17 Signwriting	\$10,000
2.18 Tyre Damage	\$10,000
2.19 Uninsured Third Party Protection	\$5,000
2.20 Windscreens and Window Glass	Included
Automatic Extensions Section 2	
2.1 Cleaning Up Costs	\$50,000
2.2 Damage to Leased Property	Included
2.3 Criminal Defence Costs	\$10,000
2.4 Exemplary Damages	\$1,000,000
2.5 Financial Charge	Included
2.6 Marine Liability	Included
2.7 Passengers Liability	Included
2.8 Principal's Indemnity	Included
2.9 Rented or Borrowed Vehicles	\$150,000
- Consequential Loss	\$75,000
2.10 Vibration and Weight Damage	\$500,000
Automatic Extensions Section 1 and 2	
4.1 Additions and Deletions	\$250,000
4.2 Breach of Condition	Included
4.3 Cover Plus Extension	Included
4.4 Fire and Emergency Service Costs	\$50,000
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An additional clause is added to Section 2 Basis of Settlement of this policy:

1.2 Airside Liability

The Insurer's maximum liability under Section 2 of this policy for airside liability arising out of the ownership, operation or maintenance of any vehicle within the restricted area of any airport will not exceed \$10,000,000 for any one Accident unless stated otherwise in the Schedule.

However, if the ownership, operation or maintenance of a vehicle is within the restricted area of an airport used for scheduled commercial flights, and relates to:

(i) activities taking place on airfield facilities that enable the landing, take off or movement of aircraft, such as runways, taxiways or aprons,

(ii) maintenance, service, loading or unloading of aircraft,

(iii) construction, development or maintenance of tarmac, runways, taxiways and their surrounds, including airport lighting, line marking or grass mowing,

#### 4.5 Invalidation

- 4.6 Release of Liability
- 4.7 Several Liability
- 4.8 Subrogation Waiver
- 4.9 Waiver of Subrogation (Group Companies)

#### **ENDORSEMENTS AND / OR WARRANTIES**

SMARTPAK COMMERCIAL MOTOR VEHICLE ADDENDUM

The following addendum attaches to the SMARTpak Commercial Motor Vehicle Policy Wording:

Section 1 Exclusion 1.3 Breakdown of this policy is deleted and replaced with the following:

1.3 Vehicle Parts Exclusion

Except where Section 1 Automatic Extension 2.12 applies, Section 1 of this policy does not insure any Loss, or any cost or expense, in connection with any of the following parts (including any components of those parts) of any vehicle:

(a) engine and all engine parts,

(b) cooling systems, including but not limited to radiators, heat exchangers, cooling fans, pressure caps, water pumps, thermostats and hoses,

(c) hydraulic systems, including but not limited to shock absorbers and suspension systems,

(d) transmission system, including but not limited to gearbox, drive shafts, axles, differentials, clutches, and wheel hubs.

(e) fuel systems,

(f) braking systems,

(g) electrical or electronic systems, computer systems, and mechanical systems,

(h) pumping and vacuuming systems,

(i) any fixed plant machinery (including but not limited to food or drink preparation equipment),

(i) underground exploratory devices.

This exclusion does not apply to any resultant Loss to any other vehicle part not included in (a)-(j) above.

Furthermore, this exclusion does not apply to any Loss that is caused directly by any of the following: (i) fire,

(ii) the vehicle or a conveying vehicle overturning,

(iii) the vehicle suffering an impact or collision with an external object,

(iv) the vehicle being partly or fully immersed in a body of water,

(v) the vehicle being stolen or converted,

(vi) the vehicle being maliciously damaged by non-electronic means,

(vii) the vehicle being accidentally operated with the incorrect fuel type, including but not limited to diesel in a petrol engine or petrol in a

diesel engine. This does not include operating the vehicle with fuel of the correct type which is contaminated, (viii) hail, snow, storm or lightning,

(ix) earthquake, subterranean fire, hydrothermal activity, geothermal activity, volcanic activity, or tsunami,

(x) impact or damage by animals

An additional clause is added to Section 1 of this policy:

**Diesel Exhaust Fluid** 

Section 1 covers Accidental Loss to the Insured Vehicle during the Period of Insurance caused directly by the addition of diesel exhaust fluid into the Insured Vehicle's fuel system.

The maximum the Insurer will pay under this extension in total during the Period of Insurance is \$10,000. An Excess of \$500, or the standard Section 1 Excess of the affected Insured Vehicle as specified in the Schedule applies, whichever is the greater.

Exclusion 1.3 Vehicle Parts Exclusion does not apply to this clause.

Included Included Included Included Included (iv) delivery of fuel,

then the Insurer's maximum liability will not exceed \$2,000,000 for any one Accident

Section 1 and 2 Exclusion 3.9 Electronic Data of this policy is deleted and replaced with the following:

3.9 Electronic Data

This policy does not insure:

a) Loss of Data or Loss of Data Value or liability of any type in connection with any Loss of Data or Loss of Data value,

b) any costs or expenses of any type (including defence costs, fines or court costs) arising from any prosecution, claim or liability in connection with any Loss of Data or Loss of Data value.

This exclusion does not apply to Loss of Data that results directly from Loss that is covered by Section 1 of this policy.

For the purposes of this exclusion, the following definitions shall apply:

'Computer System' includes any computer operating system, hardware, programme, software, communications system, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, including any similar system or configuration of the aforementioned, whether the Insured's property or not.

'Electronic Data' means information, facts, concepts, code or any other information of any kind and whether owned by the Insured or not that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by any Computer System.

'Loss of Data' includes any actual or alleged:

1. loss of, alteration of, or damage to any Electronic Data, or

- 2. cost in correcting or reprogramming any Electronic Data, or
- 3. reduction in the functionality, availability or operation of any Electronic Data, or

4. cost involved in retrieving Electronic Data.

'Loss of Data Value' means any actual or alleged loss in the value (whether financial or otherwise) of any Electronic Data.

An additional exclusion is added to Section 1 and Section 2 of this policy:

3.13 Aircraft refuelling

This policy does not insure Loss or liability directly or indirectly caused by or arising from the refuelling of any aircraft at any airport used for scheduled commercial flights.

The definition of Vehicle under this policy is deleted and replaced with the following: Vehicle

Any type of machine on wheels, tracks or rollers (but not railway locomotives, rolling stock or any other vehicle on rails) that is propelled by its own power (including attached plant) and anything designed to be towed by such a machine, and includes any signwriting on and fit out of such a machine.

An additional exclusion is added to Section 1 and Section 2 of this policy:

3.14 Communicable Disease Exclusion

Notwithstanding any provision to the contrary in this policy or any other endorsement, this policy does not insure any:

1. Contamination Costs directly or indirectly arising out of or attributable to the presence or potential presence, or threat or fear of the presence, of any disease:

(a) stated to be a quarantinable disease under the Health Act 1956, or

(b) in respect of which a state of emergency has been declared under the Civil Defence Emergency Management Act 2002, or

(c) in respect of which a pandemic or epidemic has been declared by the World Health Organisation or the New Zealand government or any New Zealand government agency or lawful authority, or

(d) declared by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).2. liability directly or indirectly arising from any actual or alleged Injury resulting from the transmission of any Communicable Disease.

References in this exclusion to legislation and legislative and official terms include any amended, replacement, reenacted, successor, equivalent, substituted, corresponding, or similar legislation (including any secondary legislation made under such legislation) and legislative and official terms.

For the purposes of this exclusion, the following definitions shall apply: For the purposes of this exclusion, the following definitions shall apply:

'Contamination Costs' means all costs to clean, neutralise, disinfect, treat, decontaminate, restore, rectify, destroy, remove, dispose of, repair, replace or reinstate any property, and any loss of value or loss of use of any property; and includes any liability for or arising from such costs or loss of value or loss of use of property.

'Injury' includes bodily injury, sickness, disease, disability, impairment, incapacity, mental anguish, emotional distress, shock, fright or death of any person.

#### SMARTPAK COMMERCIAL MOTOR VEHICLE SANCTIONS EXCLUSION The following exclusion applies to the SMARTpak Commercial Motor Vehicle Policy Wording:

Exclusion 3.11 Sanctions of this policy is deleted and replaced with the following:

3.11 Sanctions

This Sanctions exclusion applies despite anything to the contrary in the policy or any endorsement.

This policy is deemed not to provide any cover, and no payment will be made or benefit provided, to the extent that the provision of such cover, payment, or benefit may breach or risk exposure to any:

1. sanction, prohibition or restriction under United Nations resolutions; or

2. trade or economic sanction, law or regulation of New Zealand, Australia, the United Kingdom, the United States of America or the European Union.

Any equivalent clause applying to the policy is superseded by the Sanctions exclusion above. An equivalent clause may exclude, restrict, or deny cover, payments, services and/or benefits due to any sanction, prohibition, penalty, or restriction of any United Nations resolution, or the trade or economic sanctions, laws, or regulations of any country, and/or the European Union.

#### **DEDUCTIBLES / EXCESSES**

Standard Excess (Section 1)	Minimum Excess Payable as noted in the Vehicle Cover Details section noted above
Plus additional underage excesses:	
Under Age Driver 21 to 25	\$500
Under Age Driver Under 21	\$1,000
Windscreens and Window Glass	\$0
Standard Excess (Section 2)	\$0
Vibration and Weight Damage	\$2,000
Exemplary Damage	\$5,000

#### **INSURER RATINGS**

Insurer Monument Insurance (NZ) as underwriting agent for	Cover (%)	Rating	Agency
IAG New Zealand Ltd	40	AA-	S&P
AIG Insurance NZ Ltd Vero Insurance NZ Ltd	30 30	A AA-	S&P S&P

## INSURER FINANCIAL STRENGTH RATING SCALE

The Standard & Poor's (S&P) Insurer financial strength rating scale is:						
AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very Weak)	
AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)	
А	(Strong)	В	(Weak)	NR	(Not Rated)	
				R	(Regulatory Supervision)	

#### **REFERRAL REMUNERATION**

We sometimes pay a share of our remuneration to others who refer you to us. Remuneration is brokerage from insurers with whom your insurance is placed and/or fee income for our services.

#### FAIR INSURANCE CODE 2020

If you have a personal insurance policy or are a small to medium (SME) business and your insurance policy is underwritten by a member of the Insurance Council of New Zealand (ICNZ), a new version of the Fair Insurance Code will apply from 1<sup>st</sup> April 2020.

A list of ICNZ members and a copy of the Fair Insurance Code 2020 can be found at www.icnz.org.nz.

#### **DUTY OF DISCLOSURE**

The insurance cover that has been arranged for you is based on the information you provided. Because that information is material to the insurer providing your insurance, you must advise any changes or any information that could affect the insurer's acceptance of your insurance. If you don't disclose or you misrepresent any material information your insurance could be invalidated and any claim may not be paid.

While your duty of disclosure applies before you take out an insurance policy or when you renew a policy, you should also advise us of any material change or circumstance if something comes to light during the period of your insurance. Examples of such disclosures could include structural alterations to a building, un-occupancy of insured premises, the installation of new equipment; a change in business operations or many other such changes.

Your duty of disclosure is crucial in maintaining your insurance protection. If you are unsure about any aspect of it please contact us for guidance.