



Policy Wording

PrivateEdge Insurance

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Policy Introduction

About the Policy

Your policy is made up of this document, the Schedule and any Endorsements and they should all be read as one document. **Your** policy is a legal contract between **You** and the Insurer.

If **You** think that any details contained in these **documents** are not correct or if **You** need to change anything, **You** should ask **Your** insurance intermediary to tell the Insurer.

There are specific conditions, specific exclusions and specific definitions that only apply to a specific policy Section. In addition, there are general conditions, general exclusions, general claims conditions and general definitions that are part of this policy and apply to each policy Section.

You only have cover under those Sections of the policy for which the details for that Section are completed in the Schedule.

Copyright

The content of this policy, including but not limited to the text and images herein, and their arrangement, is the copyright **property** of the Insurer. All rights reserved. The Insurer hereby authorises **you** to copy and display the content herein, but only in connection with the Insurer's **business**. Any copy **You** make must include this copyright notice. Limited quotations from the content are permitted if properly attributed to the Insurer; however, except as set forth above, **You** may not copy or display for redistribution to **third parties** any portion of the content of this policy without the prior written permission of the Insurer. No modifications of the content may be made. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent, trademark, copyright (except as expressly provided above), or other proprietary rights of the Insurer or of any **third party**.

Important Notice

Claims-made and Notified Insurance

Section A Directors and Officers' Liability, Corporate Liability, Employment Practices Liability, Statutory Liability, Employers' Liability, Crime Protection, Tax Audit and Review, and Section B of this policy contains coverage on a claims-made and notified basis. This means that this policy only covers Claims first made against **You** during the **Policy Period** and first notified to the Insurer in writing during the **Policy Period**. This policy does not provide cover for any Claims made against **You** during the **Policy Period** if at any time prior to the commencement of the **Policy Period** **You** became aware of facts which might give rise to those Claims being made against **You**.

Section A Directors and Officers' Liability, Corporate Liability, Employment Practices Liability, Statutory Liability, Employers' Liability, Crime Protection, Tax Audit and Review and Section B of this policy do not cover Claims arising out of, based upon or attributable to any:

- a) facts alleged or the same or related acts, errors or omissions alleged or contained in any **Claim** which has or should have been notified or in any circumstances of which notice has or should have been given under any policy of which this policy is a renewal or replacement or which it may succeed in time; or
- b) any pending or prior or civil, criminal, administrative or regulatory proceeding, **investigation**, arbitration or adjudication as of the **Continuity Date**, or alleging or deriving from the same or essentially the same facts as alleged in such actions.

Your Duty of Disclosure

Before **you** enter into a contract of insurance with the Insurer, **You** have a duty to disclose to the Insurer every matter that **You** know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the Insurer before **You** renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require **You** to disclose a matter:

- that diminishes the risk to be undertaken by the Insurer;
- that is of common knowledge;
- that the Insurer knows or, in the ordinary course of **business**, ought to know; or
- as to which compliance with **Your** duty is waived by the Insurer.

Non-disclosure

If **You** fail to comply with **Your** duty of disclosure the Insurer may avoid the contract from its beginning.

For further details of the circumstances in which the Insurer has the ability to avoid cover, please see clause 2 of the General Provisions.

Privacy

The Insurer complies with the Information Privacy Principles. The Information Privacy Principles apply to any **personal information** collected by the Insurer.

Purpose of collection

The Insurer collects **personal information** about **You** for the purposes of assessing **Your** application for insurance and administering **Your** policy. Failure to provide relevant **personal information** may result in the Insurer not being able to administer **Your** policy, process any **Claim** under **Your** policy or **You** may breach **Your** duty of disclosure.

Disclosure

In the course of administering **your** policy the Insurer may disclose **Your** information to:

- an entity to which the Insurer is related either in New Zealand or overseas;
- contractors or **third party** providers providing services related to the administration of **Your** policy;
- banks and financial institutions for the purpose of processing **Your** application for insurance and obtaining policy payments;
- in the event of a **Claim**, assessors, lawyers, **third party** administrators, emergency providers and medical providers;
- **third party** service providers to enable the Insurer to advise **You** of their insurance products or services; and
- reinsurers for the purpose of obtaining reinsurance, if required.

The Insurer will only disclose **Your personal information** to these parties for the primary purpose for which it was collected or to enable the Insurer to advise **You** of its insurance products or services. In some circumstances the Insurer is entitled to disclose **Your personal information** to **third parties** without **Your** authorisation such as law enforcement agencies or government authorities.

Access to your information

You may gain access to **Your** information by submitting a written request to the Insurer. In some circumstances the Insurer may not permit access to **Your personal information**. Circumstances where access may be denied include where it would compromise the privacy of other individuals or where it would be unlawful.

The Insurer has also established an internal dispute resolution process for handling customer complaints and an access and correction procedure. Both procedures are generally free of **charge** however the Insurer reserves the right to **charge** for access requests in limited circumstances.

If **You** feel **You** have a complaint about the Insurer's information privacy principles, require assistance in lodging a privacy complaint or **You** wish to gain access to **Your** information, **You** may write to:

The Privacy Manager

AIG Insurance New Zealand Limited

PO Box 1745, Auckland 1140

(64) 9 355 3100

privacy.officerNZ@aig.com

Your complaint will be reviewed and **You** will be provided with a written response. If it cannot be resolved, **Your** complaint will be referred to the Internal Disputes Resolution Committee who will respond within 15 business days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint. Should **Your** complaint not be resolved by the Insurer's internal dispute resolution process, **You** may take **Your** complaint to the Privacy Commissioner for review of the determination.

Dispute Resolution Process

The Insurer is committed to handling any complaints about its products or services efficiently and fairly.

If **You** have a complaint about the Insurer's products or services, contact **Your** insurance intermediary and they may raise it with the Insurer.

If **Your** complaint is not satisfactorily resolved **You** may request that **Your** matter be reviewed by management by writing to:

The Complaints Manager

AIG Insurance New Zealand Limited

PO Box 1745, Auckland 1140

customerfeedbacknz@aig.com

If **You** are still unhappy, **You** may request that the matter be reviewed by the Insurer's Internal Dispute Resolution Committee.

The Insurer will respond to **You** with the Committee's findings within 15 business days.

If **You** are not satisfied with the finding of the Committee, **You** may be able to take **Your** matter to the insurance industry's independent dispute resolution body. This external dispute resolution body can make decisions with which the Insurer is obliged to comply.

Section A

In consideration of the payment of the premium or agreement to pay the premium, the Insurer and the **Policyholder** agree as follows:

Directors’ & Officers’ Liability

Covers

- Individuals**
The Insurer shall pay the **Loss** of each **Insured Person** arising from **Directors’ & Officers’ Liability**, except to the extent that the **Insured Person** has been indemnified by the **Insured Entity** for such **Loss**.
- Outside Entity Directors**
The Insurer shall pay the **Loss** of each **Outside Entity Director** arising from **Directors’ & Officers’ Liability**, except to the extent that the **Outside Entity Director** has been indemnified for such **Loss**.
- Insured Entity Reimbursement**
- The Insurer shall reimburse or pay on behalf of an **Insured Entity** any **Loss** for which it has indemnified an **Insured Person** arising from **Directors’ & Officers’ Liability**. **Reinstatement Limit**.
If the Schedule specifies an ‘Aggregate **Limit of Liability**’ for Policy Sections A Directors and Officers Liability, Corporate Liability, **Employment Practices Liability**, **Statutory Liability**, Employers’ Liability and Crime Protection, the Insurer shall pay a separate **Reinstatement Limit** on behalf of each of the **Policyholder’s** Board Directors for any **Loss** that is not indemnified by the **Insured Entity** when the original **Limit of Liability** has been exhausted. Cover shall only apply to **Loss** that is not a related **Claim** or circumstance as specified in General Terms and Conditions - Claims Condition 5 ‘Related Claims and Circumstances’.

Extensions

- Assets and Liberty Costs**
In relation to an **Asset and Liberty Proceeding**, the Insurer shall pay the following costs:
 - any **Bail Bond** and **Civil Bond Premium**;
 - Prosecution Costs**;
 - the reasonable fees, costs and expenses incurred by any **Insured Person** arising from any **Asset and Liberty Proceeding**; and
 - Personal Expenses** up to an aggregate amount of \$100,000 during the **Policy Period** in the event of a **Confiscation Order**.
- Investigations**
The Insurer shall pay the **Investigation Costs** of each **Insured Person** arising from an **Investigation**.
- Health and Safety at Work and Occupational Health and Safety**
The Insurer shall pay the **Defence Costs** and **Investigation Costs** of any **Insured Person** arising from an **Occupational Health and Safety Incident**.
- Public Relations Services**
The Insurer shall pay, up to an aggregate amount as specified below during the **Policy Period** for reasonable fees, costs and expenses of **Public Relations Consultants** to provide **Public Relations Services** in connection with a covered **Claim**, **Critical Regulatory Event** or **Investigation**, where such **Public Relations Services** are not otherwise specifically covered elsewhere in this policy.
This cover is subject to a Sub-limit of \$100,000 unless noted otherwise.

Directors' & Officers' Liability cont.

5. Extradition Proceedings
The Insurer shall pay:
 - a) the reasonable fees, costs and expenses incurred by any **Insured Person** arising from any extradition proceeding; and
 - b) up to an aggregate amount as specified below during the **Policy Period**, for the reasonable fees, costs and expenses incurred by any **Insured Person** for each of (i) and (ii) below:
 - (i) an accredited crisis counsellor and/or tax advisor retained by an **Insured Person** approved by the Insurer; and
 - (ii) **Public Relations Consultants** to provide **Public Relations Services** in extradition proceedings brought against such **Insured Person**.

This cover is subject to a Sub-limit of \$100,000 unless noted otherwise.
6. Run-off for Retired **Insured Persons**
The Insurer will provide:
 - a) an unlimited **Discovery Period** for any **Insured Person**; or
 - b) a **Discovery Period** of twelve years for any **Superannuation Trustee**;

who retires or resigns prior to or during the **Policy Period**, other than by reason of a **Transaction**, and provided that:

 - (i) the cover purchased under this section is not renewed or replaced; or
 - (ii) where the cover purchased under this section is renewed or replaced, such renewal or replacement policy does not provide an extended discovery provision of at least six (6) years for such person.
7. Superannuation Schemes
With respect to Policy Section A – Directors' & Officers' Liability only, **Insured Person** is extended to include any fiduciary capacity held by an **Insured Person** acting for or on behalf of the **Insured Entity** in the operation, administration or sponsorship of any superannuation, profit sharing or **Employee** benefits programme.
8. Access to Complimentary Legal Advice
The Insurer has arranged for the **PrivateEdge Advisory Panel** to provide at no extra **charge** confidential legal advice of up to one hour per enquiry deriving from the same or related facts, to any **Insured Person** during the **Policy Period** with respect to:
 - a) employment law;
 - b) occupational health and safety law; and
 - c) general commercial law;

concerning the duties and obligations of a director or officer under the relevant laws of New Zealand.
9. Personal Liability for Corporate Taxes and Superannuation Contributions
The Insurer will pay unpaid New Zealand corporate taxes or New Zealand superannuation contributions of an **Insured Entity** where, and only to the extent that, personal liability for such non-payment of tax is established by law against an **Insured Person** in the jurisdiction in which the **Claim** is made, provided that:
 - a) such liability does not arise from the deliberate reckless or intentional acts or omissions of such **Insured Person**; and
 - b) neither the **Policyholder** nor the relevant **Subsidiary** is able to pay the tax either by reason of insolvency or legal prohibition.

**Directors’
& Officers’
Liability cont.**

Exclusions

The Insurer shall not be liable for **Loss** under Policy Section A – Directors’ & Officers’ Liability:

1. **Bodily Injury and/or Property Damage**
for **Bodily Injury** and/or **Property Damage**. This exclusion shall not apply to:
 - a) any **Claim** for emotional distress with respect to **Employment Practices Liability** or **Third Party Discrimination**;
 - b) Policy Section A **Directors’ & Officers’ Liability**, Extension 3 ‘Health and Safety at Work and Occupational Health and Safety’ and General Terms & Conditions Extension 2 ‘Regulatory Crisis Response’;
 - c) **Loss** of an **Insured Person** where and to the extent personal liability is established against an **Insured Person**, but only in circumstances where the **Insured Entity** has neither indemnified, nor is permitted or required to indemnify, the **Insured Person** pursuant to law or contract or the constitution, operating agreement, indemnity deeds or similar **documents** of the **Insured Entity**
2. Conduct
arising out of, based upon or attributable to:
 - a) the gaining of profit or advantage to which the **Insured** was not legally entitled; or
 - b) the committing of any dishonest or **fraudulent act**,in the event that any of the above is established by final adjudication of a judicial or arbitral tribunal or by any formal written admission by the **Insured Person**.
For the purposes of determining the applicability of this exclusion, the conduct of any **Insured** shall not be imputed to any other **Insured Person**.
3. **Statutory Liability** and **Employment Practices Liability**
any **Claim** arising out of, based upon or attributable to **Statutory Liability** or **Employment Practices Liability** other than by the application of Policy Section A – Director’s & Officer’s Liability – Exclusion 1 – **Bodily Injury** and/or **Property Damage** above.
4. Deliberate or Intentional conduct
for a deliberate, intentional or reckless act or omission.
5. Tax Schemes
with respect to Extension 9. Personal Liability for Corporate Taxes and Superannuation Contributions only: arising out of, based upon or attributable to any scheme, arrangement or facility for, or which results in, either tax avoidance or tax evasion and whether such scheme, arrangement or facility is promoted by a **third party** or for which specified tailored taxation advice or services have been sought or received.

Corporate Liability

Covers

1. Corporate Liability

The Insurer shall pay the **Loss** of any **Insured Entity** arising from Corporate Liability.

2. Accidental Death

The Insurer will pay up to an aggregate amount as specified below during the **Policy Period** for each **Insured Executive** and as specified below in the aggregate during the **Policy Period** to the **Policyholder** in the event of the Accidental Death of an **Insured Executive** during the **Policy Period**.

This cover is subject to a Sub-limit of \$100,000 per **Insured Executive** up to \$500,000 unless noted otherwise. No **Retention** shall apply.

Extensions

1. Breach of Contract

The Insurer shall pay, up to an aggregate amount as specified below during the **Policy Period** the **Defence Costs** of any **Insured Entity** arising from any **Claim** regarding an alleged breach by any **Insured Entity** of any express (written or oral) contract or agreement.

This cover is subject to a Sub-limit of \$100,000 unless noted otherwise.

2. Identity **Fraud**

If any party other than an **Insured Person** enters into any agreement with any **third party** entity fraudulently representing themselves as any **Insured Entity**, then the Insurer shall pay, up to an aggregate amount as specified below during the **Policy Period**, any reasonable fees, costs and expenses incurred by such **Insured Entity** in establishing that such fraudulent misrepresentation has occurred, should the **third party** entity seek to enforce such agreement against such **Insured Entity**.

This cover is subject to a Sub-limit of \$100,000 unless noted otherwise.

3. **Crisis Event**

The Insurer shall pay, up to an aggregate amount as specified below during the **Policy Period** the **Insured Entity's** reasonable fees, costs and expenses of **Public Relations Consultants** to mitigate the adverse effect or potential adverse effect on an **Insured Entity's** reputation with respect to a **Crisis Event**.

This cover is subject to a Sub-limit of \$50,000 unless noted otherwise. No **Retention** shall apply to this Extension.

4. Disappearance of **Insured Executive**

If an **Insured Executive** disappears during the **Policy Period** and after 12 months it is reasonable for the Insurer to believe that the **Insured Executive** has suffered an Accidental Death, the Insurer will pay to the **Policyholder** the benefit specified under Policy Section A - Corporate Liability Cover 2 'Accidental Death', subject to receiving a signed undertaking from the **Policyholder** that any such benefit shall be refunded if it is later demonstrated that the **Insured Executive** did not in fact suffer Accidental Death.

5. Access to Complimentary Legal Advice

The Insurer has arranged for the **PrivateEdge Advisory Panel** to provide at no extra **charge** confidential legal advice of up to one hour per enquiry deriving from the same or related facts to any **Insured Entity** during the **Policy Period** with respect to:

- a) employment law;
- b) occupational health and safety law; and
- c) general commercial law;

concerning corporate liability under the relevant laws of New Zealand.

Corporate Liability cont.

6. Internet Liability

The Insurer shall pay the **Loss** of any **Insured Entity** due to a **Claim** made against the **Insured Entity** alleging:

- a) **Defamation** over the **Internet**.

This cover is subject to a Sub-limit of \$250,000 unless noted otherwise.

7. Liability to **Third Party** Entities due to **Employee Dishonesty** or **Fraud**

The Insurer shall pay, up to an aggregate amount as specified below during the **Policy Period** the **Defence Costs** of any **Insured Entity** arising from any **Claim** made against such **Insured Entity** by a **third party** entity, where:

- a) such **Claim** is in connection with any **direct financial loss** sustained by such **third party**; and
- b) such **direct financial loss** directly arises in connection with any dishonest or **fraudulent act** committed by any **Employee** of such **Insured Entity** acting in collusion with any director, officer, governor, trustee or **employee** of such **third party**, with the intent to obtain improper personal financial gain for such **Employee** or other person, to the deprivation of the **third party** entity.

This cover is subject to a Sub-limit of \$100,000 unless noted otherwise.

8. Superannuation Schemes

The Insurer shall pay, up to an aggregate amount as specified below during the **Policy Period** the **Loss** of any **Insured Entity** resulting from any **Claim** in connection with any act, error or omission arising out of, based upon or attributable to the operation, administration or sponsorship of any superannuation, profit sharing or **Employee** benefits programme whose activities are not controlled by **Superannuation Trustees**. No cover under this Extension shall apply to any **Superannuation Trustee Liability**.

This cover is subject to a Sub-limit of \$250,000 unless noted otherwise.

Exclusions

The Insurer shall not be liable for **Loss** under Policy Section A - Corporate Liability:

1. Anti-competitive Practices

in connection with any **Claim** made for any actual or alleged violation of any law, whether statutory, regulatory or common law, with respect to any of the following activities: anti-trust, anti-competitive practices, unfair trade practices or tortious interference in another's **business** or contractual relationships.

2. Benefits

arising out of, based upon or attributable to any law or obligation pursuant to any workers' compensation, annual leave and holiday pay entitlements, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits, superannuation benefits or any similar law or obligation whatsoever.

This exclusion shall not apply to Policy Section A - Corporate Liability Extension 8 'Superannuation Schemes'.

3. **Bodily Injury** and/or **Property Damage**

for **Bodily Injury** and/or **Property Damage**. This exclusion shall not apply to General Terms & Conditions Extension 2 'Regulatory Crisis Response'.

4. Conduct

arising out of, based upon or attributable to:

- a) the gaining of profit or advantage to which the **Insured** was not legally entitled, or
- b) the committing of any dishonest or **fraudulent act**,

in the event that any of the above is established by final adjudication of a judicial or arbitral tribunal or by any formal written admission by the **Insured**.

Corporate Liability cont.

5. Contract
arising out of, based upon or attributable to any liability of any **Insured Entity** under any contract or agreement. This exclusion shall not apply to:
 - a) any **Insured Entity** liability that would have attached in the absence of such contract; and
 - b) Policy Section A -Corporate Liability Extension 1 'Breach of Contract'.
6. **Statutory Liability, Employment Practices Liability & Third Party Discrimination**
any **Claim** arising out of, based upon or attributable to **Statutory Liability, Employment Practices Liability** or **Third Party Discrimination** other than by the application of Policy Section A – Corporate Liability' – Exclusion 3 – **Bodily Injury** and/or **Property Damage** above.
7. Intellectual **Property** Rights
in connection with any **Claim** made for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, **trade secret** or any other intellectual **property** rights. This exclusion shall not apply to any Claims made under Policy Section A - Corporate Liability - Extension 6 '**Internet** Liability'.
8. Specified Accidental Death
in connection with the Accidental Death of an **Insured Executive** which arises out of the **Insured Executive**:
 - a) engaging in any aerial activity, except as a passenger (and not as a pilot or crewmember) in any **aircraft** licensed to carry passengers;
 - b) committing suicide, or a criminal or illegal act;
 - c) being pregnant, or giving birth or having a miscarriage;
 - d) having Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection;
 - e) training for or participating as a professional in any sport;
 - f) racing in or on any motor-powered device;
 - g) being in **control** of any motor-powered device whilst having a blood alcohol level over the prescribed legal limit or being under the influence of any other drug, unless it was prescribed by a legally qualified medical practitioner; or
 - h) being exposed to radioactive materials in any form whatsoever whether occurring naturally or otherwise.
9. Pollution
arising out of, based upon or attributable to a **Pollution Condition**.
10. Known Material / Professional IT
arising out of, based upon or attributable to:
 - a) any material which is published or posted on the **Insured's** own websites, bulletin boards or chat rooms unless the **Insured** has no knowledge of either the content or source of the material; or
 - b) to the extent that the **Insured** is providing information technology services to a **third party**.

Employment Practices Liability

Covers

1. **Employment Practices Liability**

The Insurer shall pay the **Loss** of any **Insured Entity** arising from **Employment Practices Liability**.

2. **Third Party Discrimination**

The Insurer shall pay, up to an aggregate amount as specified below during the **Policy Period**, the **Loss** of any **Insured Entity** arising from a **Claim** alleging **Third Party Discrimination**.

This cover is subject to a Sub-limit of \$500,000 or the **Limit of Liability** for Section A – **Employment Practices Liability**, whichever is less.

Extensions

1. Access to Complimentary Legal Advice

The Insurer has arranged for the **PrivateEdge Advisory Panel** to provide at no extra **charge** confidential legal advice of up to one hour per enquiry deriving from the same or related facts to any **Insured Entity** during the **Policy Period** with respect to employment law under the relevant laws of New Zealand.

2. **Insured Person Employment Practices Liability**

The Insurer shall pay the **Loss** of each **Insured Person** arising from **Employment Practices Liability**.

Exclusions

The Insurer shall not be liable for **Loss** under Policy Section A - **Employment Practices Liability**:

1. Anti-competitive Practices

in connection with any **Claim** made for any actual or alleged violation of any law, whether statutory, regulatory or common law, with respect to any of the following activities: anti-trust, anti-competitive practices, unfair trade practices or tortious interference in another's **business** or contractual relationships.

2. Benefits

arising out of, based upon or attributable to any law or obligation pursuant to any workers' compensation, annual leave and holiday pay entitlements, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits, superannuation benefits or any similar law or obligation whatsoever.

3. **Bodily Injury** and/or **Property Damage**

for **Bodily Injury** and/or **Property Damage**. This exclusion shall not apply to any **Claim** for emotional distress.

4. Conduct

arising out of, based upon or attributable to:

- a) the gaining of profit or advantage to which the **Insured Entity** was not legally entitled; or
- b) the committing of any dishonest or **fraudulent act**,

in the event that any of the above is established by final adjudication by a judicial or arbitral tribunal or any formal written admission by the **Insured Entity**.

5. Intellectual **Property** Rights

in connection with any **Claim** made for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, **trade secret** or any other intellectual **property** rights.

6. Pollution

arising out of, based upon or attributable to a **Pollution Condition**.

Statutory Liability

Covers

1. **Statutory Liability**

The Insurer shall pay the **Loss** of any **Insured** for **Statutory Liability**.

2. **Defence Costs**

The Insurer has the right to defend any **Claim** which this section may respond to. The Insurer shall pay **Defence Costs** incurred in defending such **Claim**.

In the case of **Statutory Liability** arising out of or related to the Health and Safety at Work Act 2015 and any subsequent legislation that alters, repeals or replaces such legislation, a **retention** of \$5,000 shall apply each and every **Claim**, unless noted otherwise.

Extensions

1. Access to Complimentary Legal Advice

The Insurer has arranged for the **PrivateEdge Advisory Panel** to provide at no extra **charge** confidential legal advice of up to one hour per enquiry deriving from the same or related facts to any **Insured** during the **Policy Period** with respect to **Statutory Liability**.

Exclusions

The Insurer shall not be liable for any **Loss** under Policy Section A – Statutory Liability for:

1. Deliberate or Intentional Conduct

an act or omission that is alleged to have been deliberate, intentional or reckless, unless the **Insured** is subsequently acquitted in direct relation to this act or omission.

2. Specific Acts

- a) any of the following **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 or any amendment thereof;
- b) any violation of any law or regulation with respect to vehicular, air or marine traffic;
- c) any violation of any law or regulation with respect to tax, rate, duty, levy, **charge**, fee or any other revenue **charge** or impost; or
- d) any violation of any law or regulation with respect to any anti-trust, anti-competitive practices, unfair trade practices or tortious interference in another's **business** or contractual relationships.

Employers' Liability

Covers

1. Employers' Liability

The Insurer shall pay the **Loss** of the **Insured Entity** for **Personal Injury** sustained by an **Employee**.

Extensions

1. Punitive or Exemplary Damages

The definition of **Loss** is extended to include punitive or exemplary damages.

Exclusions

The Insurer shall not be liable for **Loss** under Policy Section A – Employers' Liability for:

1. **Personal Injury** Legislation

any **Claim** for any costs or compensation for which cover, to any extent is, provided by the Accident Compensation Act 2001, the Accident Insurance Act 1998 or the Accident Rehabilitation and Compensation Insurance Act 1992 or any amendment to or re-enactment of those Acts or would be provided by those Acts but for the **Insured Entity** being an exempt employer under the Acts.

2. Jurisdiction

any **Claim** as a result of any judgment entered in any Court other than a New Zealand Court having jurisdiction to deal with the dispute and applying the law of New Zealand, or any debt incurred by the **Insured Entity** as the result of such a judgment.

3. Indirect Activities

any **Claim** arising from an **Employee** engaged in any activity or occupation not directly part of the **Business** of the **Insured Entity**.

4. Fine or Penalty

any fine or penalty levied against the **Insured Entity**, except for those provided under Policy Section A – Employers' Liability - Extension 1 – 'Punitive or Exemplary Damages'.

5. Non-Compliance

any **Claim** directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by the **Insured Entity** failing to take all reasonable precautions to prevent **Personal Injury**, and to make best efforts to comply with all statutory obligations.

Crime Prevention

Covers

1. **Employee Fraud or Dishonesty**

The Insurer shall pay the **Insured Entity** for **Direct Financial Loss** resulting from any acts of **fraud** or **dishonesty** committed by any **Employee** (acting alone or in collusion with others) with the principal intent to cause the **Insured Entity** to sustain such **Direct Financial Loss** or for the **Employee** to obtain a personal financial gain.

2. **Third Party Crime**

The Insurer shall pay the **Insured Entity** for **Direct Financial Loss** resulting from any **Theft** or **Fraudulent Act** committed by any **Third Party**.

3. **Electronic and Computer Crime**

The Insurer shall pay the **Insured Entity** for **Direct Financial Loss** resulting from any **Electronic and Computer Crime** committed by a **Third Party**.

4. **Destruction and Damage of Money or Negotiable Instruments**

The Insurer shall pay the **Direct Financial Loss** of any **Insured Entity** directly resulting from the physical **loss** of or damage to or actual destruction or disappearance of any **Insured Entity's Money** or **Negotiable Instruments** including damage to or actual destruction of safes or vaults. If such **loss** or damage is caused by fire, storm or natural disaster, then the maximum amount payable for such **loss** or damage is as specified below payable as part of the **Limit of Liability**.

This cover is subject to a Sub-limit of \$100,000 unless noted otherwise.

5. **Care, Custody and Control**

The Insurer shall pay the **Insured Entity's** liability for any **direct financial loss** suffered by the **Third Party** arising from physical **loss** of or damage to the **Third Party's** or other organisation's **Money, Negotiable Instruments** or other **Property** provided the **Insured Entity**:

- a) had in its care, custody or **control** the **Money, Negotiable Instruments** or other **Property** belonging to that **Third Party** or other organisation; and
- b) is liable to that **Third Party** or other organisation for such **direct financial loss**.

6. **Shareholders**

The Insurer shall pay the **Direct Financial Loss** of any **Insured Entity** resulting from **Theft** or **Fraudulent Acts** of any person who owns or controls any of the **Insured Entity's** issued share capital. If such person and/or their spouse, directly or indirectly, owns or controls more than 5% of the legal and/or beneficial interests in the **Insured Entity's** issued share capital, then the Insurer's liability for **Direct Financial Loss** shall be reduced by:

- a) any amount owed to such person and/or their spouse by the **Insured Entity**; and
- b) the financial value of such person's and/or their spouse's legal and/or beneficial interests in the **Insured Entity** as determined by an independent valuation of such legal and/or beneficial interests as at the date such **Theft** or **Fraudulent Act** is first **Discovered**.

7. **Criminal Damage to Property**

The Insurer shall pay the **Insured Entity** for **Direct Financial Loss** resulting from **Criminal Damage** where such **Direct Financial Loss** occurs within the **Premises** and is committed with the principal intent to cause such **Direct Financial Loss**.

8. **Erroneous Funds Transfer**

The Insurer shall pay the **Insured Entity** for **Direct Financial Loss** resulting from unlawful taking by a **Third Party** of **Money** or **Negotiable Instruments** erroneously directed or erroneously transferred by the **Insured Entity**.

This Cover (Erroneous Funds Transfer) is provided on the proviso, and to the extent that if the recovery of the **Money** or **Negotiable Instruments** is unsuccessful, the **Policyholder** must exhaust every reasonable course of action to secure recovery of such **Money** or **Negotiable Instruments**.

Crime Prevention cont.

Extensions

1. Legal Fees

The Insurer shall pay, up to an aggregate amount as specified below during the **Policy Period**, the **Insured Entity**'s reasonable legal fees costs and expenses incurred in the defence of any written demand, **claim**, suit or legal proceeding, which the **Insured Entity** subsequently establishes results directly from a covered or potentially covered **Direct Financial Loss**.

This cover is subject to a Sub-limit of \$50,000 unless noted otherwise.

2. Reconstitution Costs

The Insurer shall pay, up to an aggregate amount as specified below during the **Policy Period**, the **Insured Entity**'s reasonable fees, costs and expenses incurred in rewriting or amending the **Insured Entity**'s software programs or systems where such rewriting or amending is necessary to correct the programs or systems following a covered **Direct Financial Loss**.

This cover is subject to a Sub-limit of \$50,000 unless noted otherwise.

3. Investigative Specialist Fees

The Insurer shall pay, up to an aggregate amount as specified below during the **Policy Period**, the **Insured Entity**'s reasonable fees, costs and expenses incurred in retaining a **fraud** investigator, engaged by the Insurer in writing, to investigate, prove and report a covered or potentially covered **Direct Financial Loss**. The investigative specialist must not have a conflict of interest concerning such retainer.

This cover is subject to a Sub-limit of \$100,000 unless noted otherwise.

No **Retention** shall apply to Extensions 1, 2 and 3 and any such amounts are payable in addition to the **Limit of Liability**.

4. USA or Canada

The General Terms and Conditions – Exclusion 2 – USA or Canada exclusion shall not apply to Policy Section A – Crime Protection.

5. Contractual Penalties

The Insurer shall pay the **Insured Entity** the amount of any penalty which is insurable at law by the Insurer and which is imposed under written contract and resulting directly from a **Direct Financial Loss** covered by this policy.

6. Interest

The Insurer shall pay the **Insured Entity** the amount of any interest which would have been receivable by the **Insured** but for a **Direct Financial Loss** covered under this policy, or which becomes payable by the **Insured Entity** resulting directly from a **Direct Financial Loss** covered under this policy.

The Insurer's liability for interest receivable or payable shall be calculated by applying the daily average of the Westpac Banking Corporation (or such other leading financial institution as selected by the Insurer) base rate in force between the time of sustaining such **Direct Financial Loss** and the time such **Direct Financial Loss** is **Discovered**.

7. Superannuation Fund

Cover shall be extended to add any **Superannuation Fund** as an **Insured Entity**.

Cover for any **Policyholder's Superannuation Fund** shall only apply in respect of **Direct Financial Loss** arising out of any act covered under this policy committed while such entity is a fund maintained by the **Policyholder**.

8. Public Relations Costs

The Insurer shall pay the **Insured Entity** for **Public Relations Costs** up to an aggregate amount as specified below during the **policy period**.

This cover is subject to a Sub-limit of \$100,000 unless noted otherwise.

Crime Prevention cont.

9. Regulatory Crisis Response

In addition to **Defence Costs** and **Investigation Costs**, the Insurer will pay, up to an aggregate amount as specified below during the **Policy Period**, for the reasonable fees, costs and expenses incurred by or on behalf of any **Insured** in retaining legal advisers for the principal purpose of responding to a **Critical Regulatory Event**.

This cover is subject to a Sub-limit of \$100,000 unless noted otherwise.

Extensions

The Insurer shall not be liable for **Loss** under Policy Section A – Crime Protection for:

1. Agent Acts

any act, error or omission of any independent contractor (other than an **Employee**), broker, merchant, external solicitor or external accountant, or other similar agent or representative. This exclusion shall not apply to any organisation to which the **Insured Entity** has outsourced any normal administrative function under a written contract of engagement with such organisation.

2. Benefits

salaries, commissions, fees and bonuses, promotions, awards, profit sharing, superannuation or other **employee** benefits paid by the **Insured Entity** where earned in the normal course of employment.

3. Confidential Information

loss of or damage to proprietary information, intellectual **property**, **trade secrets**, confidential processing methods, or other **confidential information** of any kind.

4. Consequential Loss

indirect or consequential **loss** of any nature, or the creation of a liability to a **third party**. Provided however that this Exclusion shall not apply to Policy Section A – Crime Protection - Extension 5 'Contractual Penalties' or Policy Section A – Crime Protection – Extension 6 'Interest'.

5. Credit Risks

Direct Financial Loss resulting from the complete or partial non-payment of or default upon any **Credit Arrangement**.

Provided however that this Exclusion shall not apply to Policy Section A – Crime Protection – Cover 1 'Employee Fraud or Dishonesty'.

6. Direct Financial Loss Sustained After Knowledge

Direct Financial Loss sustained after any **Responsible Person** of an **Insured Entity** first becomes aware that a **Third Party**, **Employee** or shareholder has committed, whether during or prior to the **Policy Period**, an act of **dishonesty** or **fraud** for which that **Third Party**, **Employee** or shareholder could be charged with a criminal offence.

7. Failure to maintain Computer

any **Direct Financial Loss** arising out of the **Insured Entity's** failure to make and keep back-up copies of any **data**, file or program at regular intervals; or arising out of any shortcoming in an **Insured Entity's Computer** which an **Insured Entity** knew about or ought reasonably to have known about and did not rectify in a timely manner.

8. Fines Penalties and Damages

finest, penalties or damages of any type for which the **Insured Entity** is legally liable, except direct compensatory damages.

Provided however that this Exclusion shall not apply to Policy Section A – Crime Protection – Extension 5 'Contractual Penalties' or Policy Section A – Crime Protection – Extension 6 'Interest'.

9. Fire

Direct Financial Loss or damage caused by fire, other than **loss** of or damage to **Money**, **Negotiable Instruments**, safes or vaults covered under Policy Section A – Crime Protection – Cover 4 'Destruction and Damage of Money or Negotiable Instruments'.

Crime Prevention cont.

10. Forcible and Violent **Theft**

Direct Financial Loss occurring following forcible or violent entry to any **premises** occupied by an **Insured Entity** by any **Third Party**; other than where covered under Policy Section A – ‘Crime Protection’ – Cover 4 ‘Destruction and Damage of Money or Negotiable Instruments’.

11. Profit, **Loss** or Inventory Computation

Direct Financial Loss which can only be proved by:

- a) a profit and **loss** computation or comparison; or
- b) a comparison of inventory records with an actual physical count.

12. **Premises** and **Property Damage**

damage or destruction to any:

- a) **Premises** or buildings, however caused;
- b) contents, fixtures or fittings within the **Premises**; or
- c) **loss** resulting from fire, flood or earthquake.

Provided however that this Exclusion shall not apply to Policy Section A – Crime Protection – Cover 4 ‘Destruction and Damage of Money or Negotiable Instruments’ or Policy Section A – Crime Protection – Cover 7 ‘Criminal Damage to Property’.

13. Trading **Losses**

Direct Financial Loss resulting from or amounting to any dealing or trading in **securities**, commodities, futures, options, foreign or federal funds, currencies, foreign exchange and the like unless such **Direct Financial Loss**:

- a) is committed by an **Employee** (acting alone or in collusion with others) and covered under Policy
- b) Section A – Crime Protection – Cover 1 ‘Employee Fraud or Dishonesty’; and
- c) results in an improper financial gain to such **Employee** or for any other individual or organisation intended by such **Employee** to receive such benefit (where improper financial gain shall not include any salaries, commissions, fees and bonuses, promotions, awards, profit sharing, pensions or other **employee** benefits paid by an **Insured Entity** to such **Employee**).

Provided however that this Exclusion shall not apply to Policy Section A – ‘Crime Protection’ – Extension 8 ‘Public Relations Costs’.

14. Voluntary Exchange or Purchase

Direct Financial Loss arising out of the voluntary giving or surrendering (whether or not such giving and surrendering is induced by deception) of **Money**, **Negotiable Instruments** or other **property** in any exchange or purchase. This exclusion shall not apply if the **Insured Entity** has written verification procedures including that the identity of any party is independently verified (including callback to specific telephone number, e-mail address or passwords) and that these procedures have been complied with.

15. Dual **Control**

Direct Financial Loss or any payment in connection with any Fraudulent Acts arising out of, based upon or attributable to:

- a) the **Insured Entity** failing to ensure that at least two (2) Executives sign or authorise any cheques, **Negotiable Instruments** or funds transfer instructions;
- b) the **Insured Entity**’s bank accounts being reconciled by any person who has authority to operate
- c) those bank accounts; or
- d) any failure by the **Insured Entity** to ensure that at least two (2) Executives authorise any refund of **money** or return of goods.

Crime Prevention cont.

General Provisions

1. Use of Investigative Specialist

In reporting and investigating **Direct Financial Loss** in accordance with Policy Section A – Crime Protection – Extension 3 ‘Investigative Specialist Fees’, the investigative specialist shall also advise as to when and how the **Insured Entity**’s controls were or may have been breached and summarise recommendations which may prevent future similar **Direct Financial Loss**. The Insurer has the right to attend the initial meeting between the **Insured Entity** and the investigative specialist. There shall be no cover for the costs and expenses of an investigative specialist unless the investigative specialist is engaged by the Insurer in writing.

2. Basis of Valuation

In no event shall the Insurer be liable for more than:

- a) the actual market value of **Negotiable Instruments, Money** or precious metals at the close of **business** on the day the **Direct Financial Loss** was first **Discovered** (determined by the value published in the New Zealand Herald), or the actual cost of replacing the **Negotiable Instruments, Money** or precious metals, whichever is less;
- b) the actual cash value of other **property** (not referred to in (i) above) at the close of **business** on the day the **Direct Financial Loss** was first **Discovered**, or the actual cost of replacing the **property** with **property** of like quality or value, whichever is less;
- c) the cost of blank books, blank pages or other materials plus the cost of labour and **computer** time for the actual transcription or copying of **data** furnished by the **Insured** Entities in order to reproduce books of account or other records; or
- d) the cost of labour for the actual transcription or copying of **electronic data** furnished by the **Insured** Entities in order to reproduce such **electronic data**.

3. Cover for **Subsidiaries**

Cover under Policy Section A – Crime Protection for any **Subsidiary** or any **Insured Persons** of such **Subsidiary** shall only apply for any Fraudulent Acts, or acts, errors or omissions committed or occurring whilst such entity is a **Subsidiary**.

General Liability

Cover

General Liability

The Insurer agrees to indemnify the **Insured** for all amounts which the **Insured** shall become legally liable to pay for **Loss** as a result of **Personal Injury** and/or **Property Damage** happening during the **Policy Period**, caused by an **Occurrence** within the **Territorial Limits** which arises from and in connection with the **Business** and provided that the action for damages is brought against the **Insured** in a court of law within the **Territorial Limits**.

In the case of Claims arising outside of New Zealand, a **Retention** of \$2,500 shall apply each and every **Claim**, or the **Retention** as described in the Schedule, whichever is higher.

Memoranda and Extensions

1. Advertising Injury

Notwithstanding Policy Section A – General Liability – Exclusion 8 ‘Libel, Slander and Defamation’, the Insurer agrees to indemnify the **Insured** for all sums that the **Insured** is legally liable to pay for **Advertising Injury** that happens during the **Policy Period** within the course of the **Business**.

This cover is subject to the **Limit of Liability** for Section A – General Liability set out in the Schedule unless noted otherwise.

2. Care, Custody and Control

Notwithstanding Policy Section A – General Liability – Exclusion 14 ‘Property Owned’ or in the **Insured’s** Physical or Legal **Control** (i) and (ii), the Insurer agrees to indemnify the **Insured** up to an aggregate amount as specified below for liability for **Property Damage** happening during the **Policy Period** to **property**, including employees’ **property** whilst in the care, custody or **control** of the **Insured**.

This cover is subject to a Sub-limit of \$500,000 unless noted otherwise.

3. Goods on Hook

Notwithstanding Policy Section A – General Liability – Exclusion 14 ‘Property Owned’ or in the **Insured’s** Physical or Legal **Control**, the Insurer agrees to indemnify the **Insured** up to an aggregate amount as specified below for liability for **Property Damage** happening during the **Policy Period** to **property** while being lifted or lowered or carried by a crane operated or otherwise the responsibility of the **Insured**.

This cover is subject to a Sub-limit of \$500,000 unless noted otherwise.

4. Hot Works Liability

The Insurer agrees to indemnify the **Insured** for **Personal Injury** and/or **Property Damage** that happens away from the **Insured’s premises** during the **Policy Period** in connection with the **Business** arising from the use of electric, oxy-acetylene or similar welding or cutting equipment, blow lamps or blow torches, provided that the undernoted precautions will be taken on each occasion:

- a) electric, oxy-acetylene or similar welding or cutting equipment:
 - (i) the area in which work is to be carried out for which the **Insured** is responsible to be adequately cleared and combustible material so far as practicable (other than those necessary for the fulfilment of the work) be removed to a distance of at least six (6) metres from the work.
 - (ii) if work is to be carried out overhead, the area beneath is to be similarly cleared and combustible material so far as practicable (other than those necessary for the fulfilment of the work) be removed.
- b) blow lamps and blow torches:
 - (i) blow lamps and blow torches to be lit as short a time as possible before use and extinguished immediately after use.
 - (ii) a thorough examination will be made in the area in which work has been undertaken after the termination of each period of work.
- c) all relevant statutory and contractual procedures and precautions

General Liability cont.

5. Innkeeper's Liability

Notwithstanding Policy Section A – General Liability – Exclusion 14 'Property Owned' or in the **Insured's** Physical or Legal **Control**, the Insurer agrees to indemnify the **Insured** for all sums that the **Insured** is legally liable to pay under the Innkeepers Act 1962, capturing amendments for **Property Damage** that happens during the **Policy Period** in connection with the **Business**.

This cover is subject to the **Limit of Liability** for Section A – General Liability set out in the Schedule unless noted otherwise.

6. Landlord's Liability

Notwithstanding Policy Section A – General Liability – Exclusion 14 'Property Owned' or in the **Insured's** Physical or Legal **Control**, the Insurer agrees to indemnify the **Insured** for all sums which the **Insured** shall become legally liable to pay for **Personal Injury** and/or **Property Damage** happening during the **Policy Period** in connection with the legal ownership, but not physical occupation, of any **premises** owned by the **Insured**.

This cover is subject to the **Limit of Liability** for Section A – General Liability set out in the Schedule unless noted otherwise.

7. Lost or Stolen Keys

Notwithstanding Policy Section A – General Liability – Exclusion 14 'Property Owned or in the **Insured's** Physical or Legal **Control**', the Insurer agrees to indemnify the **Insured** for all sums the **Insured** becomes legally liable to pay for costs reasonably and necessarily incurred in altering locks and locking devices or replacing keys, combinations or access **control** devices which have been entrusted to the **Insured** in connection with the **Business**, provided that:

- a) the keys, combinations, or access **control** devices are lost, stolen, or believed on reasonable grounds to have been duplicated without the proper consent, during the **Policy Period**; and
- b) the **Retention** as described in the Schedule for each and every **Occurrence** applies to this Extension.

This cover is subject to a Sub-limit of \$250,000 unless noted otherwise.

8. Product Withdrawal Expenses

Notwithstanding Policy Section A – General Liability – Exclusion 12 'Product Recall', the Insurer will contribute up to 80% of those costs reasonably incurred by the **Insured** in the withdrawal or recall of the **Insured's Products** which have the same defect as a product that has already given rise to a **Claim** in respect of which the **Insured** is entitled to indemnity under this Policy. Provided that:

- a) the total amount payable under this Extension shall not exceed the \$100,000 in respect of all such withdrawals or recalls during any one **Policy Period**;
- b) A **Retention** of \$2,500 shall apply for each withdrawal or recall.

9. Punitive or Exemplary Damages

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** in New Zealand resulting from an **Occurrence** in connection with the **Business** of the **Insured**, or the **Insured's** ownership, occupancy or tenancy of a building, structure or land, provided that:

- a) any punitive or exemplary damages awarded by any court outside of New Zealand are excluded;
- b) the total amount payable under this Extension shall not exceed \$1,000,000 inclusive of all costs any one **Occurrence** and in the aggregate, during the **Policy Period**; and

General Liability cont.

10. A **Retention** of \$1,000 shall apply, or the **Retention** as described in the Schedule, whichever is higher, inclusive of costs, shall apply to each and every **Occurrence**. Service, Repair & Storage Liability – Motor **Vehicles & Watercraft**

Notwithstanding Policy Section A – General Liability – Exclusion 15 ‘Vehicles’, of this policy it is agreed that in respect of **Vehicles** and **Watercraft** not exceeding 15 metres in length, that are or have been in the care custody or **control** of the **Insured** for the purposes of service and/or repair, this policy extends to indemnify the **Insured** up to an aggregate amount as specified below for amounts they shall become legally liable to pay in respect of:

- a) **Property Damage** during the **Policy Period** to the **Vehicle** or **Watercraft** being serviced or repaired;
- b) **Personal Injury** or **Property Damage** during the **Policy Period** arising from service and/or repairs to **Vehicles** or **Watercraft**; and
- c) **Personal Injury** or **Property Damage** during the **Policy Period** as a result of an accident whilst the **Vehicle** is being driven on any public or private road or thoroughfare;

Provided that this Extension of cover does not apply to:

- (i) the cost of rectifying any defective workmanship or faulty workmanship in respect of the actual part or parts worked on by the **Insured**. However, liability consequent upon **Personal Injury** or **Property Damage** resulting from defective workmanship is not excluded;
- (ii) liability arising out of any **Occurrence** resulting from a **Vehicle** or **Watercraft** engaged in or being tested in preparation for racing, pace making or speed testing. Or any **Occurrence** resulting from a **Vehicle** engaged in any hill climbing test or being driven on any racetrack or speedway;
- (iii) liability arising out of any **Occurrence** resulting from the **Vehicle** or **Watercraft** being driven or towed by a person with the **Insured’s** consent, who is under the influence of intoxicating liquor or drugs to the extent that an offence is committed under New Zealand law; or
- (iv) liability arising out of any **Occurrence** resulting from a **Vehicle** or **Watercraft** being operated by a person with the **Insured’s** consent, who does not have the appropriate licence to operate the **Vehicle** or **Watercraft**.

This cover is subject to a Sub-limit of \$500,000, unless noted otherwise. A **Retention** of \$1,000 shall apply, or the **Retention** as described in the Schedule, whichever is higher.

11. Tenant’s Liability

The Insurer will cover the **Insured** for legal liability to pay direct compensation as a result of **Property Damage** during the **Policy Period** to **premises** (including their fixtures and fittings) leased or rented by the **Insured** or in the **Insured’s** custody or **control** but not owned by the **Insured**, or for **Property Damage** during the **Policy Period** to **Business premises** that the **Insured** temporarily occupy, but excluding legal liability arising in connection with the failure of the **Insured** to arrange insurance on the **property**.

This cover is subject to the **Limit of Liability** for Section A – General Liability set out in the Schedule unless noted otherwise.

12. Underground **Property** Warranty

The Insurer will indemnify the **Insured** for legal liability arising directly or indirectly out of **Property Damage** during the **Policy Period** to **Underground Services**.

Provided that:

- a) prior to the commencement of any work the **Insured** enquired of the relevant authority, corporation or company as to the location of such services;
- b) the **Insured** took all reasonable precautions to prevent **Personal Injury** or **Property Damage**;
- c) the **Retention** as described in the Schedule for each and every **Occurrence** applies.

This cover is subject to the **Limit of Liability** for Section A – General Liability set out in the Schedule unless noted otherwise. A **Retention** of \$5,000 shall apply, or the **Retention** as described in the Schedule, whichever is higher.

General Liability cont.

13. Vibration and Removal of Support

The Insurer agrees to indemnify the **Insured** for all sums which the **Insured** shall become legally liable to pay for **Personal Injury** or **Property Damage** during the **Policy Period** in New Zealand arising from the actions of the **Insured** and arising from the vibration of, removing of, weakening of, or interfering with the support of land or buildings, other than those owned or occupied by the **Insured**.

This cover is subject to the **Limit of Liability** for Section A – General Liability set out in the Schedule unless noted otherwise. A **Retention** of \$5,000 shall apply, or the **Retention** as described in the Schedule, whichever is higher.

14. North American Travel and Products

The General Terms and Conditions – Exclusion 2 ‘USA or Canada’ exclusion shall not apply to travelling executives and salespeople or to **Insured’s Products** that have been exported without the **Insured’s** actual knowledge.

A **Retention** of \$5,000 shall apply, or the **Retention** as described in the Schedule, whichever is higher.

15. Warrant of Fitness

Notwithstanding Policy Section A – General Liability – Exclusion 13 ‘Professional Liability’, the Insurer agrees to indemnify the **Insured** up to an aggregate amount as specified below for all sums which the **Insured** shall become legally liable to pay for **Property Damage** that happens during the **Policy Period** arising out of a negligent act, error or omission, in connection with the **Business**, by any licensed qualified **vehicle** certifier employed by the **Insured**, provided that this extension shall not apply to:

- a) the valuation of any **Vehicle** or **Watercraft** and/or accessory of any type whatsoever, or
- b) any “pre-purchase” or **vehicle** appraisal services.

It is warranted that the **Insured** is licensed and qualified to issue Warrant of Fitness Certificates, Certificates of Fitness or Inspection Certificates.

This cover is subject to a Sub-limit of \$100,000, unless noted otherwise. A **Retention** of \$5,000 shall apply, or the **Retention** as described in the Schedule, whichever is higher.

Exclusions

The Insurer shall not be liable for **Loss** under Policy Section A – General Liability:

1. Advertising Injury

- a) resulting from statements made at the **Insured’s** direction with knowledge that such statements are false;
- b) resulting from failure of performance of contract but this exclusion shall not apply to claims for unauthorized appropriation of advertising ideas contrary to an implied contract;
- c) resulting from any incorrect description of products or services;
- d) resulting from any mistake in advertised price of products, goods or services;
- e) in connection with or arising out of the failure of the **Insured’s Products**, goods or services to conform with advertised performance, quality, fitness or durability;
- f) sustained by any **Insured** whose principal occupation or **business** is advertising, broadcasting, publishing or telecasting;
- g) arising out of any infringement of copyright or passing off of title or slogan or invasion of privacy committed or alleged to have been committed by or at the **Insured’s** direction where the **Insured** knows or ought reasonably to have known that the actual or alleged infringement, passing off or invasion of privacy was wrongful;
- h) arising out of any unfair competition, piracy, idea misappropriation contrary to an implied contract which is committed or alleged to have been committed by or at the **Insured’s** direction where the **Insured** knows or ought reasonably to have known that the actual or alleged unfair competition, piracy or misappropriation was wrongful.

General Liability cont.

2. **Aircraft**, Hovercraft and **Watercraft**

arising out of the ownership, possession, maintenance, **control**, operation, service, repair, or use by or on behalf of the **Insured**:

- a) of any **Aircraft** or Hovercraft; or
- b) any **Watercraft** or vessel exceeding fifteen (15) metres in length unless such **Watercraft** is in New Zealand territorial or inland waters and not owned by the **Insured** but being used by the **Insured** for **Business** entertainment.

3. **Aircraft** Products

arising out of the supply, distribution, sale or manufacture of **Aircraft** Products or reliance upon any representations or warranties made by the **Insured** with respect to **Aircraft** Products.

4. Contractual Liability

arising out of, based upon or attributable to any liability of any **Insured** under any contract or agreement. This exclusion shall not apply to:

- a) any **Insured** liability that would have attached in the absence of such contract;
- b) where the **Insured** assumes liability under a warranty of fitness or quality as regards the **Insured's Products**;
- c) any written agreement for lease of real or personal **property** which does not impose upon the **Insured** an obligation to insure such **property** or any liability regardless of fault;
- d) 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 **Insured**;
- e) to **Insured Entity** Contracts entered into by the **Insured** where the **Insured** is obligated to provide insurance as is afforded by this policy, to any person or organisation, but only with respect to their liability arising out of operations conducted by the **Insured** or on their behalf and not to any greater extent than required by the contract or agreement; or
- f) where the **Insured** has waived any rights, which but for the existence of such waiver would accrue to the **Insured**.

5. Damage to Own Products

Property Damage to the **Insured's Products** or any part of it if such **Property Damage** is attributable to any defect therein or the harmful nature or unsuitability thereof.

6. Expected or Intended

expected or intended by the **Insured**. However, this exclusion does not apply to:

- a) the reasonable force to protect persons or **property**; or
- b) liability of the **Insured** for compensation as the result of an act committed by an **Employee** which results in **Personal Injury** or **Property Damage** expected or intended from the standpoint of the **Employee**, provided such act was not committed at the direction of the **Insured**.

General Liability cont.

7. Information Technology and Cyber Hazards

- a) arising from the **Insured's Internet Operations**; or
- b) arising from **Property Damage** to **computer data** or programmes and their storage media arising directly or indirectly out of or caused by, through or in connection with:
 - (i) the use of any **computer** hardware or software;
 - (ii) the provision of **computer** or telecommunication services by the **Insured** or on the **Insured's** behalf; or
 - (iii) the use of **computer** hardware or software belonging to any **third party**, whether authorised or unauthorised including damage caused by any **Computer Virus**; or
- c) any access to or disclosure of any person's or organization's confidential or **personal information**, including any Personally Identifiable Information, **trade secrets**, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

Provided this Exclusion does not apply to:

- a) **Personal Injury, Property Damage** and/or **Advertising Injury** arising out of any material which is already in print by the manufacturer in support of any of its products, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site or any social media site; or
- b) liability which arises irrespective of the involvement of the **Insured's Internet Operations**.

For purposes of this exclusion:

Personally Identifiable Information means any **data** that can be used to contact or identify a specific individual.

8. Libel, Slander and **Defamation**

arising out of a libel, slander or **defamation**:

- a) made prior to the **Policy Period**;
- b) made by or at the **Insured's** direction with knowledge of the falsity or defamatory character thereof; or
- c) related to advertising, broadcasting, publishing or telecasting activities including **internet** activity, conducted by the **Insured** or on the **Insured's** behalf.

9. **Loss** of Use

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

- a) a delay in or lack of performance by the **Insured** or on the **Insured's** behalf of any contract or agreement; or
- 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** unless it is due the **loss** of use of other tangible **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**.

10. Mould / Building Defect

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

General Liability cont.

- 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 there from;

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.

This exclusion does not apply to any **claim** that is caused by the leakage of internal pipes, internal water systems or cisterns.

11. Pollution

Directly or indirectly arising out of, caused by or contributed to by:

- a) the discharge, dispersal, release or escape of Pollutants into or upon land the atmosphere or any watercourse or body of water;
- 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;
- c) fines, penalties, punitive, exemplary or multiple damages relating to the circumstances detailed in (i) above.
- d) the cost of preventing the escape of Pollutants.

except where the **Claim** 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.

12. Product Recall

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.

13. Professional Liability

Arising out of the:

- a) rendering of or failure to render professional advice or services by the **Insured**; or
- b) any error or omission arising from the rendering of professional advice, design specification or services; for a fee

Provided that this Exclusion 13. does not apply to the rendering of or failure to render professional medical advice by medical persons employed by the **Insured** to provide first aid and other medical services on the **Insured's premises**.

14. **Property** Owned or in the **Insured's** Physical or Legal **Control** for **Property Damage** to:

- a) **property** owned by, leased or rented to the **Insured**;
- b) **property** in the care, custody or **control** of the **Insured**; or
- 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.

However, (a) and (b) above shall not apply with respect to Policy Section A – General Liability – Extension 2 'Care Custody and Control', Policy Section A – General Liability – Extension 6 'Innkeeper's Liability', Policy Section A – General Liability – Extension 11 'Service, Repair and Storage Liability – Motor Vehicles and Watercraft' and Policy Section A – General Liability – Extension 12 'Tenant's Liability'.

General Liability cont.

15. Vehicles

for **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.

Provided that this exclusion shall not apply to the **Insured's** liability for **Personal Injury** or **Property Damage** arising from:

- a) the actual loading, unloading, delivery or collection of goods to or from any **Vehicle**; or
- b) the use of any **Tools of Trade** either on any site where the **Insured** is undertaking work or at the **Insured's premises**, but not whilst in transit or otherwise being used for transport or haulage
- c) the operation or ownership of a car park including the parking of **Vehicles** by the **Insured** so as to cause damage to **Vehicles** within it (other than to **Vehicles** belonging to, or used by or on behalf of the **Insured**)

However, (a) and (b) above shall not apply with respect to Policy Section A – General Liability - Extension 2 'Care Custody and Control'.

16. Workers Compensation and Employers' Liability

- a) in respect of **Personal Injury** sustained by an **Employee** which arises out of or in the course of their employment by the **Insured**; and
- b) imposed by industrial award, agreement or determination, or the provisions of any, workers' compensation legislation, accident compensation legislation or any similar legislation.

Tax Audit and Review

Covers

The Insurer shall pay, up to an aggregate amount as per the Schedule during the **Policy Period** for **Tax Audit and Review Costs** incurred by the **Insured Entity** in response to a **Tax Audit and Review Notice** received by the **Insured Entity** during the **Policy Period** and notified to the Insurer in accordance with the Policy.

Exclusions

The Insurer shall not be liable for **Loss** under Policy Section A – Tax Audit and Review:

1. **Tax Audit and Review Costs**

- a) customs or superannuation legislation;
- b) the committing of any dishonest or **fraudulent act** or omission, deliberate error or deliberate misrepresentation;
- c) costs incurred after the completion of the tax review, audit or **investigation**;
- d) any refusal or failure to comply with any request made by or on behalf of a **Tax Authority**;
- e) in connection with any tax review, audit or **investigation** conducted or related to **income** derived outside of New Zealand;
- f) the collection or collation of any **documents** or other material;
- g) the taxation compliance or liabilities of an entity other than the **Insured Entity**;
- h) any matter that occurred prior to the **Tax Audit and Review Retroactive Date**; or
- i) any scheme, arrangement or facility for, or which results in, either tax avoidance or tax evasion and whether such scheme, arrangement or facility is promoted by a **third party** or for which specified tailored taxation advice or services have been sought or received.

Kidnap, Ransom and Extortion

Covers

1. Ransom

The Insurer shall reimburse the **Insured** all **Ransom** which has been surrendered in respect to a **Kidnapping**, Hijacking or **Extortion** happening during the **Policy Period**.

This cover is subject to the **Limit of Liability** for Section A – Kidnap, Ransom & Extortion per **Kidnap and Ransom Event** that is a **Related Event** and in the aggregate.

2. Response Consultants

The Insurer shall pay all reasonable and necessary fees and expenses of the **Response Consultant** arising from a **Kidnap and Ransom Event** happening during the **Policy Period** that is a **Related Event**.

Such fees and expenses shall be paid in addition to the **Limit of Liability**.

This cover is subject to the **Limit of Liability** for Section A – Kidnap, Ransom & Extortion per **Kidnap and Ransom Event** that is a **Related Event** and in the aggregate.

3. Additional Expenses

The Insurer shall pay all reasonable and necessary **Kidnap and Ransom Expenses** incurred by the **Insured** following a **Kidnap and Ransom Event** happening during the **Policy Period** that is a **Related Event**.

This cover is subject to the **Limit of Liability** for Section A – Kidnap, Ransom & Extortion per **Kidnap and Ransom Event** that is a **Related Event** and in the aggregate.

Exclusions

The Insurer shall not be liable for **Loss** under Policy Section A – **Kidnap, Ransom and Extortion**:

1. Cyber Extortion

as a direct or indirect consequence of any actual, alleged or attempted **Extortion** involving:

- a) any electronically stored, digital or digitised information or media, including but not limited to the modification of **data**, **theft**, extraction, or denial of access to **computer** or network services; or
- b) the introduction of a **Computer Virus** into the **Insured Entity's Computer**.

2. Fraud

as a direct or indirect consequence of any actual, alleged or attempted fraudulent, dishonest, illegal or criminal act or attempt of the **Insured** or any of its directors or officers (whether acting alone or in collusion with others). This exclusion will not apply to the payment of **Ransom** by the **Insured** in a situation where local authorities have declared such payment illegal.

3. Robbery

as a direct or indirect consequence of the surrender of a **Ransom**:

- a) in any face to face encounter, unless surrendered by a person (other than the **Insured Person** victim of **Kidnap and Ransom Event**) who is in possession of such **Ransom** at the time of such surrender for the sole purpose of conveying it to pay a previously communicated **Ransom** demand; or
- b) either at a location where the **Kidnapping**, **Detention** or Hijacking of one or more **Insured Person's** occurs or where the **Extortion** demand is first made, unless the **Insured Person** is brought to such location after receipt of the **Ransom** demand for the sole purpose of paying such **Ransom** demand.

4. New Country

for any **Kidnap and Ransom Event** in any country that has not been declared to the Insurer in the last Proposal Form, unless advised and agreed by the Insurer in writing and the first named **Policyholder** has agreed to pay any additional premium and agreed to any amendments to the provisions of coverage under this Section.

Section A cont.

Kidnap, Ransom and Extortion cont.

5. Territory
for any **Kidnap and Ransom Event** in any of the following countries:
Afghanistan, Chad, Colombia, Democratic Republic of Congo, Iran, Iraq, Mexico, Myanmar, Niger, Nigeria, Pakistan, Sudan, Venezuela, Yemen.
6. Wrongful **Detention**
in respect of **Detention** only:
 - a) for any act or alleged violation of the laws of the host country by an **Insured Person** which would be a criminal offence if committed by the **Insured Person** in the jurisdiction where the **Insured Entity's** headquarters are located, unless the Insurer determines that such allegations were intentionally false, fraudulent or malicious and made solely and directly to achieve a political, propaganda or coercive effect upon or at the expense of the **Insured** or the victim of a **Detention**; or
 - b) for the failure of an **Insured Person** to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation.

Liability Consequential Loss

Cover

The Insurer will indemnify the **Insured Entity** for financial **loss** suffered during the **Indemnity Period** resulting from interruption to or interference with the **Business**. The interruption or interference must result from a **Loss** during the **Policy Period**, in respect of which the Insurer has accepted indemnity under Policy Sections **Statutory Liability** or Employers' Liability, or from an **Occurrence** during the **Policy Period**, in respect of which the Insurer has accepted indemnity under Policy Section General Liability of this policy.

Basis of Settlement of **Claim**

1. In the event of a **claim** the Insurer will pay the sum of the following:
 - a) **Loss** of Gross Profit and/or Increased Costs:
 - (i) The reduction in the **Income** that would normally have been earned during the **Indemnity Period** if there had been no **Loss** or **Occurrence**
 - (ii) The additional expenses reasonably incurred during the **Indemnity Period** to avoid or minimise a reduction in **Income** resulting from the **Loss** or **Occurrence** or to resume or maintain normal **business** activities;
 - (iii) An equitable allowance for any financial **loss** suffered for a maximum period of 3 months after the **Indemnity Period** ends because the **Insured Entity's** stocks have been used to maintain **Income** during the **Indemnity Period**;
 - (iv) The net **loss** resulting directly from the **Loss** or **Occurrence**, of collectable amounts owed to the **Insured Entity** plus the reasonable costs incurred in establishing, tracing and recovering those debts;
 - (v) The reduction in value of undamaged stock, arising directly from the **Loss** or **Occurrence** due solely to the **Insured Entity's** inability to process or sell that stock normally, measured by the replacement cost of that stock, or if not replaced its market value, less any savings that can be achieved.
 - b) Claims Preparation Costs:
 - (i) Costs reasonably and necessarily incurred by an accountant appointed or approved by the Insurer for the preparation of the **claim**.
 - (ii) This clause will be subject to the full policy limit noted under Liability Consequential **Loss**
- From these amounts the Insurer will deduct any savings made during the **Indemnity Period** in the **Business** costs and expenses resulting from the **Loss** or **Occurrence**.
2. In assessing financial **loss**, the Insurer will make all adjustments which, in its discretion, fairly reflect trends, variations or other special circumstances in the **Business**, which would have affected the **Business** anyway either before or after the **Loss** or **Occurrence**. The adjusted figures shall represent (as is reasonably practicable), the financial performance of the **Business** which would have been obtained during the **Indemnity Period** but for the **Loss** or **Occurrence**.

Limit of Liability

1. In no case will the Insurer's liability exceed 90% of the **Limit of Liability** in the Schedule and in the aggregate during the **Policy Period**.
2. The maximum amount payable by the Insurer in respect of any **claim** is 40% of the **Limit of Liability** during any 3 month period, or pro rata for different periods.
3. The maximum amount of any **claim** payable by the Insurer shall be 90% of the actual **loss** or 90% of the **Limit of Liability** whichever is the lesser amount. The **Insured Entity** shall be deemed to be its own insurer for the remaining 10%.

Liability Consequential Loss cont.

Exclusions

The Insurer shall not be liable for **Loss** under Policy Section A – Liability Consequential Loss:

- a) fines, penalties or liquidated damages;
- b) the costs of repairing or replacing **loss** or damage to real or personal **property**, and the costs of rewriting and reconstructing the **Business** records not otherwise covered under this Policy Section;
- c) financial **loss** normally covered under a Fire or Material Damage **Business** Interruption or Consequential **Loss** Insurance Policy;
- d) the extra costs incurred in complying with any Act of Parliament, Regulation, Order in Council, By-law, New Zealand or International Standard, or any other industry or professional code of practice or compliance standard;

Specific Conditions of Cover

1. The **Insured Entity** will give the Insurer immediate written notice of any **Loss** or **Occurrence** which might give rise to a **Claim** under this Policy Section, and will take and/or permit all steps which may be reasonably practicable to avoid or diminish any **loss**.
2. Within a reasonable period after the **Indemnity Period** has expired, the **Insured Entity** will deliver to the Insurer:
 - a) a written statement setting out the particulars of any **claim**, together with reasonable supporting documentation;
 - b) details of other insurance (if any) covering the **Occurrence** and/or the **Loss**.
3. The **Insured Entity** will make available to the Insurer, or its representative on request:
 - a) such books of accounts and other **Business** books, vouchers, invoices, balance sheets, and other document proofs, information, explanation and other evidence as may be reasonably required by or on behalf of the Insurer for the purpose of investigating or verifying the **claim**;
 - b) a declaration on oath, or in other legal form, of the truth of the **claim** and/or any connected matters.
4. At the **Insured Entity**'s request, the Insurer will make progress payments to the **Insured** during the **Indemnity Period**, provided that the requested progress payment is supported by the accountant appointed by the Insurer.
5. At the request of the Insurer, the **Insured Entity** will do, and concur in doing and permit to be done, everything which the Insurer may reasonably require to enable the Insurer to exercise, at its own expense, any rights or remedies of the **Insured Entity** in relation to any **Loss** or **Occurrence**.
6. The cover under this Policy Section ceases immediately if the **Insured Entity**:
 - a) is put into receivership or liquidation;
 - b) commits an act of bankruptcy or is adjudicated bankrupt;
 - c) ceases to own or **control** the **Business**.
7. In the event of any irresolvable dispute between the **Insured Entity** and the Insurer arising out of this Policy Section or any **claim**, as a precondition to any other legal action the parties will participate in a formal mediation process with a mediator to be mutually agreed upon.
8. If the Insurer provides indemnity under an AIG Insurance New Zealand Limited policy only due to the operation of a Breach of Warranty or Non-Disclosure extension, then the operation of this Policy Section will be solely at the discretion of the Insurer.

Section B Costs and Expenses

If the Insurer (in its sole and absolute discretion) determines that any **loss** covered by any section, cover, endorsement or extension of this Policy (other than [Policy Section A – General Liability](#)) is subject to the existence or potential existence of a **Charge**, the Insurer shall not be obligated to advance any costs or expenses under that section, cover, endorsement or extension of this Policy but instead the Insurer shall pay such costs and expenses solely under this Section B – Costs and Expenses.

Conditions

1. All costs and expenses paid, or to be paid, under this Section B – Costs and Expenses shall:
 - a) be subject to the same terms and conditions (including any Exclusions) which would have applied had the Insurer made payment under the applicable section, cover, endorsement or extension of this Policy which is subject to the existence or potential existence of a **Charge**,
 - b) be subject to the Section B: Limit of Liability prescribed in the Schedule; and
 - c) not include taxes other than an amount of GST for which an **Insured** is not entitled to an input tax credit; remuneration or **employment-related benefits; loss** or any other damages, compensation, fines or penalties; nor amounts which the Insurer is prohibited from paying by law.
2. Subject to clause 4 below, if:
 - a) any **loss** covered by this Policy would have been paid by the Insurer but for the existence or potential existence of a **Charge**; and
 - b) that **loss** (or any part of that **loss**) has been paid to the **Insured** under Section B – Costs and Expenses; and
 - c) upon the final determination of the existence and extent of any **Charge** the **loss** (or any part of the **loss**) is determined not to be, or to have been, any longer subject to any **Charge** and could, prior to any reinstatement, have been paid to the **Insured** under any other section, cover, endorsement or extension of this Policy;

the Insurer shall as soon as practicable reinstate the Section B: Limit of Liability (without deduction or set-off) by an amount equivalent to such **loss** or part of such **loss** falling within each of (a), (b) and (c) above and the **Limit of Liability** of the corresponding section, cover, endorsement or extension of this Policy shall be reduced by the amount of the reinstatement.
3. Subject to clause 4 below, if, prior to the final determination of the existence and extent of any **Charge**, the Insurer (in its sole and absolute discretion) determines that any **loss** paid to the **Insured** under Section B – Costs and Expenses could, prior to any reinstatement, have been paid under any other section, cover, endorsement or extension of this Policy, the Insurer shall as soon as practicable reinstate the Section B: Limit of Liability by an amount equivalent to such **loss** (without deduction or set-off) and any such amounts reinstated under this clause shall apply in reduction of any reinstatement under clause 2 above and the **Limit of Liability** of the corresponding section, cover, endorsement or extension of this Policy shall be reduced by the amount of the reinstatement.
4. The maximum amount available to reinstate the Section B: Limit of Liability under clauses 2 and 3 above shall not exceed the Section A: Limit of Liability any one **claim** limit (if any) stated in the Schedule.

Section C General Terms and Conditions

In consideration of the payment of the premium or agreement to pay the premium, the Insurer and the **Policyholder** agree as follows. This Section C applies to all Policy Sections.

Extensions

1. Court Attendance

The Insurer shall pay the following rates per day for each day on which attendance in a court by an **Insured Person** is required in connection with any covered **Claim**, up to an aggregate amount as specified below:

- a) for any director or officer; **Outside Entity Director**; or any **Employee**; of an **Insured Entity** acting in a managerial or supervisory capacity: \$500
- b) any other **Insured Person** not referred to in (i) above: \$250

This cover is subject to a Sub-limit of \$100,000 unless noted otherwise.

2. Regulatory Crisis Response

In addition to **Defence Costs** and **Investigation Costs**, the Insurer will pay, up to an aggregate amount as specified below during the **Policy Period**, for the reasonable fees, costs and expenses incurred by or on behalf of any **Insured** in retaining legal advisers for the principal purpose of responding to a **Critical Regulatory Event**.

This cover is subject to a Sub-limit of \$100,000 unless noted otherwise.

3. Discovery Period

The **Policyholder** shall be entitled to a **Discovery Period** either:

- a) automatically of 60 days if this policy is not renewed or replaced with a similar policy; or
- b) With respect to Policy Section A - Directors' and Officers' Liability, Corporate Liability, Employment Practices Liability, Statutory Liability, Employers' Liability Crime Protection only;
 - (i) 12 months at 100% of the full annual premium in effect at the expiry of the **Policy Period**; or
 - (ii) 24 months at 150% of the full annual premium in effect at the expiry of the **Policy Period**

subject to the **Policyholder** making a request for such **Discovery Period** in writing prior to the expiry of the **Policy Period** and paying the additional premium required, no later than 30 days after the expiry of the **Discovery Period**.

A **Discovery Period** is non-cancellable and shall not apply if a **Transaction** occurs. However, upon written request of the **Policyholder**, the Insurer may quote a run-off **Discovery Period**. In considering such request, the Insurer shall be entitled to fully underwrite the exposure and to extend such offer on whatever terms, conditions and limitations that the Insurer reasonably deems appropriate.

Section C General Terms and Conditions cont.

Extensions cont.

4. Emergency Costs

If the Insurer’s written consent cannot be obtained within a reasonable time before **Defence Costs** are incurred with respect to any **Claim**, or costs are incurred with respect to a **Crisis Event**, then the Insurer shall allow retrospective approval for such costs up to, in the aggregate, fifteen percent (15%) of the **Limit of Liability** of the applicable coverage Section.

5. New Subsidiary

If the **Policyholder** during the **Policy Period** creates any entity or obtains **Control** of any entity either directly or indirectly through one or more other entities then the term **Subsidiary** shall be extended to include that entity automatically, unless at the time of the **Policyholder** obtaining such **Control**, such entity:

- a) is incorporated or domiciled in the United States of America;
- b) has and continues to have any of its **Securities** listed on any **securities** exchange or market; or
- c) is situated in a country in which an **Insured Entity** does not already hold a **Subsidiary**.

Section C General Terms and Conditions cont.

Exclusions

The Insurer shall not be liable under any Policy Section for:

1. Prior Claims and Circumstances, Notifications

- a) **Loss** arising out of, based upon or attributable to:
 - (i) circumstances alleged, or the same or related acts, errors or omissions alleged or contained in any **Claim**, which has or should have been notified or in any circumstances of which notice has or should have been given under any policy of which this policy is a renewal or replacement or which it may succeed in time; or
 - (ii) any pending or prior civil, criminal, administrative or regulatory proceeding, **investigation**, arbitration or adjudication as of the **Continuity Date**, or alleging or deriving from the same or essentially the same facts as alleged in such actions.
- b) **Direct Financial Loss**:
 - (i) arising out of, based upon or attributable to any fact, matter, circumstance or **occurrence** which has been notified to any Insurer under any other policy of insurance effected prior to the inception date of this policy;
 - (ii) of which the **Insured Entity** or its **Responsible Persons** were aware prior to the inception date of this policy; or
 - (iii) occurring prior to the date upon which a **Subsidiary** became a **Subsidiary insured** under this policy.

2. USA or Canada

acts or omissions committed or allegedly committed within Canada or the United States of America, or any legal action or litigation brought within Canada or the United States of America, its states, localities, territories or possessions or under any laws thereof.
This exclusion shall not apply to Policy [Section A – Crime Protection](#).

3. Professional Services

arising out of, based upon, attributed to or in any way connected with any **Claim** made for rendering or failure to render any service or advice to a customer or client of the **Insured**.

4. War or Terrorism

arising out of, based upon, attributed to or in any way connected with **War** or **Terrorism**.

5. Asbestos

for 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;
- b) the use of asbestos in constructing or manufacturing any good, product or structure;
- c) the removal of asbestos from any good, product or structure;
- 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.

Section C General Terms and Conditions cont.

Exclusions cont.

6. Radiation

of whatsoever nature, directly or indirectly, caused by or contributed by or arising from:

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

7. Silica

directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the 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 Entity** to indemnify any party because of **Bodily Injury** and/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.

8. Prospectus

Loss arising out of, based upon or attributable to:

- a) any public issue of shares, preference shares (redeemable or otherwise), debentures of whatever kind, promissory notes or any other form of negotiable or non-negotiable security for the raising of capital by equity, debt or any other means;
 - b) the issue of any prospectus or similar document or the making of any written or oral representation, in connection with (a) above.
-

9. Major Shareholders

Loss in connection with any **Claim** brought against any **Insured** by, at the instigation of, or on behalf of, any past or present shareholder who had or has direct or indirect ownership of, or **control** over, 15% or more of the voting share capital of:

- a) any **Insured Entity**; or
 - b) in the case of an **Outside Entity Director**, any **Outside Entity**.
-

10. Cyber Exclusion

The following exclusion is added to Section A – Directors' & Officers' Liability, Corporate Liability, Employment Practices Liability, Statutory Liability, Employers' Liability, General Liability, Tax Audit and Review, and Consequential Loss:

The Insurer shall not be liable to make any payment for **Loss** or any other amount to or on behalf of any **Insured Entity** or **Superannuation Trustee** arising out of, based upon, or attributable to or in connection with any actual or alleged **Privacy Event** or **Security Failure**.

The following exclusion is added to [Section A – Crime Protection](#) and applies to Extension 1 'Legal Fees', Extension 2 'Reconstitution Costs', and Extension 3 'Investigative Specialist Fees'.

The Insurer shall not be liable to make any payment of any fees, costs and expenses arising out of based upon, or attributable to, or in connection with any actual or alleged **Privacy Event** or **Security Failure**.

Policy Definitions

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Accidental Death	Death resulting from an accident caused by sudden, violent, external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition; or exposure to the elements. Accidental Death does not include death as a result of a sickness or disease.
Advertising Injury	<p>Injury arising out of:</p> <ul style="list-style-type: none">a) libel, slander; or defamation;b) any infringement of copyright or passing off of title or slogan; orc) unfair competition, piracy, idea misappropriation contrary to an implied contract; or invasion of privacy; <p>committed or alleged to have been committed wholly during the Policy Period in any advertisement, publicity article, broadcast or telecast and caused by or arising out of advertising activities conducted by or on behalf of the Insured, in the course of advertising the Insured's Products, goods or services.</p>
Aircraft	Any machine, craft or thing made or intended to fly or move in or through the atmosphere or space.
Asset and Liberty Proceeding	<p>Any proceeding first brought against any Insured Person by any Official Body seeking:</p> <ul style="list-style-type: none">a) confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of an Insured Person;b) a charge over real property or personal assets of such Insured Person;c) a temporary or permanent prohibition on such Insured Person from holding the office of or performing the function of a director or officer;d) a restriction of such Insured Person's liberty to a specified domestic residence or an official detention; ore) deportation of an Insured Person following revocation of otherwise proper, current and valid immigration status for any reason other than such Insured Person's conviction of a crime.
Bail Bond and Civil Bond Premium	The reasonable premium (but not collateral) for any bond or other financial instrument to guarantee an Insured Person's contingent obligation for a specified amount required by a court hearing a Claim .
Board Director	A validly appointed director of the board of the Insured Entity .
Bodily Injury and/or Property Damage	Bodily injury , sickness, disease, death or emotional distress of any natural person; or damage to, destruction, impairment or loss of use of any property .
Breach of Confidential Information	The loss or unauthorised access to, modification, disclosure or transmission of Confidential Information .

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Business	<p>All usual activities and operations of the Insured Entity as described in the Schedule and:</p> <ul style="list-style-type: none">a) the ownership, tenancy or occupation of premises of the Insured Entity;b) private work carried out with the consent of the Insured Entity for any director, partner or senior official of the Insured Entity by an Employee;c) the provision or management by or on behalf of the Insured Entity of canteen, social or sports organisations for the Employees; andd) the provision of the Insured Entity's own internal fire, first aid, medical, security and ambulance services.
Cheque Forgery	<ul style="list-style-type: none">a) The Forgery or Fraudulent Alteration of any cheque or similar written promise by the Insured Entity to pay a veritable sum representing money drawn upon the Insured Entity's account at any bank at which the Insured Entity maintains a current or savings account;b) The Fraudulent Alteration of, on or in any cheque or draft:<ul style="list-style-type: none">(i) drawn upon any bank; or(ii) drawn upon any corporation upon itself;c) The Fraudulent Alteration of, on or in any cheque or written order or direction to pay a veritable sum representing money drawn by any public body upon itself, or any warrant drawn by any public body which the Insured Entity shall receive at any of its premises in payment or purported payment for:<ul style="list-style-type: none">(i) tangible property sold and delivered; or(ii) services rendered.
Charge	<p>A charge arising under section 9 of the Law Reform Act 1936 (New Zealand), section 6 of the Law Reform (Miscellaneous Provisions) Act 1946 (New South Wales), section 206 of the Civil Wrongs Act 2002 (ACT), sections 26 to 29 of the Law Reform (Miscellaneous Provisions) Act 1956 (Northern Territory) and/or any other legislative provision of similar effect.</p>

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Claim	<p>a) (i) a written demand;</p> <p>(ii) a civil, regulatory, mediation, administrative or arbitration proceeding, including a counterclaim, seeking compensation or other legal remedy; or</p> <p>(iii) a criminal proceeding;</p> <p>b) First made against the Insured during the Policy Period and notified to the Insurer in accordance with the Policy for a specified act, error or omission;</p> <p>c) An Investigation or Critical Regulatory Event;</p> <p>d) An extradition proceeding; or</p> <p>e) An Asset and Liberty Proceeding.</p> <p>With respect to Policy Section A – General Liability only, and any endorsement thereto Claim shall have the following meaning:</p> <p>a) 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;</p> <p>With respect to Policy Section A – Tax Audit and Review only, and any endorsement thereto Claim shall have the following meaning:</p> <p>a) a Tax Audit and Review Notice</p> <p>With respect to Policy Section A – Kidnap, Ransom and Extortion only, and any endorsement thereto Claim shall have the following meaning:</p> <p>a) a Kidnap and Ransom Event</p> <p>With respect to Policy Section A – Liability Consequential Loss only, and any endorsement thereto Claim shall have the following meaning:</p> <p>a) liability for consequential loss</p>
Computer	<p>a) Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or an intranet or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by an Insured;</p> <p>b) Any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and data acquisition (SCADA) system;</p> <p>c) Any employee “Bring Your Own Device” used to access any of the foregoing computer; hardware, software or components thereof or Data contained therein; and</p> <p>d) Any cloud service or other hosted computer resources, used by an Insured Entity and operated by a Third Party service provider under a written contract between such Third Party service provider and an Insured Entity.</p> <p>e) Means any networked computer hardware or software under the operation or ownership, or that is leased or hired by, an Insured Entity.</p>
Computer Fraud	The theft of the Insured Entity's assets under the direct or indirect control of a Computer by manipulation of computer hardware or software programmes or systems by any Third Party who is not authorised by the Insured Entity to access that Computer .
Computer System	The period shown in the Policy Schedule or subsequent Renewal Notice issued by us .

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Computer Virus	Any programme or code that causes loss or damage to any Computer System and/or any prevents or impairs any Computer System from performing and/or functioning accurately and/or properly.
Continuity Date	The applicable date specified as such in the Schedule.
Confidential Information	Corporate Information and Personal Information in an Insured Entity's or Information Holder's care, custody or control or for which an Insured Entity's is legally responsible.
Confiscation Order	An order by any Official Body of confiscation, assumption of ownership and control , suspension or freezing of rights of ownership of real property or personal assets of any Insured Person in connection with an Asset and Liberty Proceeding .
Control	The securing of the affairs of an entity by means of: <ul style="list-style-type: none"> a) controlling the composition of the board of directors of such entity; b) controlling more than half of the shareholder or equity voting power of such entity; or c) holding more than half of the issued share or equity capital of such entity.
Corporate Card Fraud	The fraudulent use of any corporate credit, debit or charge card issued to the Insured Entity or any Employee for business purposes where such card is Forged or is the subject of Fraudulent Alteration provided that the Insured Entity or Employee has complied fully with the provisions, conditions and other terms under which the card was issued and provided the Insured Entity is legally liable for the resulting Direct Financial Loss .
Corporate Information	<ul style="list-style-type: none"> a) Any Third Party's business secrets, including but not limited to any budgets, customer lists, share prospectus, marketing plans and other information, where the release of which would be advantageous to a competitor or information which is otherwise not available to the general public; or b) A Third Party's items of information that are not available to the public (including trade secrets, data, designs, forecasts, formulas, practices, processes, records, reports and documents) which are subject to contractual or legal protection. c) Any Third Party's professional information, including but not limited to any information supplied to a solicitors, accountant or other professional advisor in the course of his or her professional duties, which is otherwise not available to the general public.
Counterfeit or Counterfeiting	<p>The imitation of an authentic negotiable instrument such that the Insured Entity is deceived on the basis of the quality of the imitation to believe that the said item is the authentic original negotiable instrument.</p> <p>Fictitious instruments which merely contain fraudulent misrepresentations of fact and are genuinely signed or endorsed are not Counterfeit.</p>

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Credit Arrangement	Any credit agreement, extension of credit or hire purchase agreement, loan or transaction in the nature of a loan, lease or rental agreement, invoice, account, agreement or other evidence of debt, payments made or withdrawals from any customer's account involving items which are not finally paid for any reason.
Criminal Damage	Any violent or forcible act which results in destruction or damage to Property (excluding safes and vaults) which constitutes a criminal offence in the jurisdiction where the offence was committed.
Crisis Event	<p>Any of the following unforeseen events occurring during the Policy Period where, in the reasonable opinion of the chief executive officer of the Policyholder, the event has the potential to make a material impact on the consolidated annual revenues or the reputation of the Insured Entity if left unmanaged:</p> <ul style="list-style-type: none"> a) the sudden, unexpected death or disability of any director or officer; b) the criminal conviction of any director or officer; c) loss of a major customer, contract or credit facility; d) Employee workplace violence; e) the first apparent unauthorized intrusion into any Insured Entity's computer facilities; f) a recall or boycott of any product; g) a man-made disaster; or h) any criminal or fraud investigation. <p>Crisis Event does not include an event that affects the Insured Entity's industry or geography in general; rather than the Insured Entity, specifically.</p>
Critical Regulatory Event	<ul style="list-style-type: none"> a) A raid on, or on-site visit to, any Insured Entity which first takes place during the Policy Period by any regulator that involves the production, review, copying or confiscation of files or interviews of any Insured Person; or b) A public announcement relating to the foregoing.
Data	<ul style="list-style-type: none"> a) Any personal data which relates to any Data Subject held by the Insured which is collected for a legitimate and specific purpose and that enables the Data Subject's identification. b) Means any electronically stored digital or digitised information or media. In respect of Exclusion 10 'Cyber Exclusion' is not tangible property.
Data Protection Legislation	The <i>Privacy Act 2020</i> and any subsequent legislation that alters, repeals or replaces such legislation and all other equivalent laws and regulations relating to the regulation and enforcement of data protection and data privacy in any country.
Data Subject	Any natural person whose Personal Information has been either collected, stored, or processed by or on behalf of an Insured Entity .
Direct Financial Loss	Direct financial loss , including but not limited to loss of Money , Negotiable Instruments or other Property , sustained by any Insured Entity .

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Directors' & Officers' Liability	<p>a) Any liability arising from any actual or alleged act, error or omission of any Insured Person or arising solely because of any person's status as an Insured Person; or</p> <p>b) With respect to Policy Section A – Directors' & Officers' Liability Cover 3 'Insured Entity Reimbursement' any liability arising from any Investigation, Occupational Health and Safety Incident or extradition proceedings.</p> <p>Directors' & Officers' Liability also means with respect to shareholder derivative actions only, any liability arising from any proposed act, error or omission.</p>
Discovered	Knowledge of any act, omission or event which could reasonably be seen to give rise to a Direct Financial Loss by any of the Insured Entity's Responsible Persons .
Defamation	Defamation including but not limited to belittling of a product or work (whether completed or not) of others.
Defence Costs	<p>a) Reasonable fees, costs and expenses incurred by or on behalf of an Insured either as emergency costs under General Terms & Conditions – Extension 4 'Emergency Costs', or with the Insurer's prior written consent, after a Claim, which is covered by this policy, is made in the investigation, defence, settlement or appeal of such Claim; or</p> <p>b) Reasonable fees, costs and expenses of accredited experts retained through defence counsel to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in respect of a Claim specified in (a) above.</p>
Detained	The holding under duress of an Insured Person for whatever reason, other than Kidnap , and irrespective of whether such holding under duress is by legal governmental authorities in the place of custody or by other parties.
Detention	The holding under duress of an Insured Person for whatever reason, other than Kidnap , and irrespective of whether such holding under duress is by legal governmental authorities in the place of custody or by other parties.
Discovery Period	<p>A period immediately following expiry of the Policy Period during which written notice may be given to the Insurer of:</p> <p>a) any Direct Financial Loss Discovered during such period of time in connection with any act committed prior to the end of the Policy Period, provided any applicable additional premium required by the Insurer is paid within 30 days of expiry of the Policy Period; or</p> <p>b) a Claim first made during such period or the Policy Period;</p> <p>(i) with respect to an act, error or omission occurring prior to the expiry of the Policy Period; or</p> <p>(ii) in the case of an Investigation, extradition proceedings or Asset & Liberty Proceedings, matters which occurred prior to the expiry of the Policy Period.</p>
Documents	All documents of any nature whatsoever including computer records and electronic or digitised data ; but does not include any currency, negotiable instruments or records thereof.

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Electronic and Computer Crime	Any one of the following: a) Computer Fraud ; or b) Funds Transfer Fraud .
Electronic Data	Any software or Data stored electronically on a Computer System
Employee	<p>a) Any natural person full-time, part-time, seasonal or temporary worker of any Insured Entity who works under a contract of service with the Insured Entity, or who is undertaking work experience, whom such Insured Entity has the right to govern and direct in the performance of such services, and whom the Insured Entity compensates by way of salary, wages and/or commissions; or</p> <p>b) Any natural person independent contractor or any natural person volunteer or any natural person seconded to the Insured Entity, if such individual is under the direction and supervision of the Insured Entity and the Insured Entity provides indemnification to such individual in the same manner as is provided to the Employees referred to in (a) above; or</p> <p>c) Any natural person employed by a Third Party entity ("Third Party Employee") but who is controlled and directed by any Insured Entity and the Insured Entity has been joined to a grievance concerning the Third Party Employee where:</p> <ul style="list-style-type: none"> (i) the grievance relates to an action that was alleged to have occurred while working under the Insured Entity's control and direction; and (ii) the actions of the Insured Entity appear to have contributed to the grievance; and (iii) the Third Party Employee or their employer has notified the Insured Entity within 90 days of the event giving rise to the grievance or notification by the Third Party Employee; or <p>d) With respect to Policy Section A – Crime Protection only, any natural person employed by an organisation to which the Insured Entity outsources any normal administrative function under a written contract of engagement with such organisation.</p>
Employment Practices Liability	<p>Means any liability arising from any actual or alleged act, error or omission with respect to:</p> <p>a) any employment of any past, present or future Employee or Insured Person of any Insured Entity; or</p> <p>b) any prospective employment of any person.</p>
Employment-Related Benefits	<p>a) perquisites and fringe benefits;</p> <p>b) payments due under any employee benefit plan or superannuation scheme;</p> <p>c) stock or share options or any other right to purchase, acquire or sell stock or shares of any Insured Entity; or</p> <p>d) incentive or deferred compensation.</p>

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Executive	<p>Any natural person who is a past, present or future:</p> <ul style="list-style-type: none">a) duly elected or appointed director or trustee (other than a trustee of an insolvent entity) of the Insured Entity;b) executive officer of the Insured Entity; orc) any other person with duties equivalent to those of the positions listed in (a) or (b) above.
Extortion	<p>The making of an illegal threat either directly or indirectly to an Insured Person or Insured Entity to:</p> <ul style="list-style-type: none">a) kill, injure or abduct an Insured Person; orb) cause physical damage or loss of Property including fixtures and fittings; orc) disclose, disseminate or utilise proprietary information, including any personal or private or confidential information on or about the Insured Entity; ord) commit a product alteration which includes any act to contaminate, pollute, or render harmful or substandard or unfit for use products or goods manufactured or distributed by the Insured Entity or create publicity by implying such <p>by a person(s) who then demands specifically from assets of the Insured Entity or an Insured Person a Ransom as a condition of not carrying out such threats.</p>
Extortion Loss	<p>Any;</p> <ul style="list-style-type: none">a) monies paid by an Insured in accordance with local legal requirements, and with the Insurer's written consent (including negotiation, mediation and crisis management costs), to terminate or end a Security Threat that might otherwise result in a financial loss to the Insured; orb) the cost to conduct an investigation to determine the cause of a Security Threat
Forgery or Forged	<p>The signing or endorsing of the name of a genuine person or a copy of the said person's signature without authority and with intent to deceive. A signature may be hand-written or mechanically or electronically produced or reproduced. It does not include the signing in whole or in part of one's own name, with or without authority, in any capacity, for any purpose.</p>
Fraud/Dishonesty	<p>Fraudulent or dishonest conduct:</p> <ul style="list-style-type: none">a) not condoned, expressly or implicitly, by; andb) that results in liability to; <p>the Policyholder or any Subsidiary.</p>
Fraudulent Act	<ul style="list-style-type: none">a) Cheque Forgery;b) Corporate Card Fraud; orc) Imitation Fraud.
Fraudulent Alteration	<p>A material alteration to an instrument for a fraudulent purpose, unless altered by the person who was authorised to prepare or sign the instrument.</p>

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Funds Transfer Fraud	The theft of the Insured Entity's funds from an account maintained by the Insured Entity at a financial institution (from which the Insured Entity or a person or organisation authorised by the Insured Entity may request the transfer, payment or delivery of funds), following fraudulent electronic, telegraphic, tested facsimile, tested telex, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the Insured Entity or a person or organisation authorised by the Insured Entity to issue such instructions, but which are fraudulently transmitted, issued, or are Forged or have been the subject of Fraudulent Alteration by any Third Party .
Fungus(i)	Any plants or organisms belonging to the major group fungi, lacking chlorophyll, and including moulds , rusts, mildews, smuts and mushrooms.
Hijack	The illegal holding under duress, for a period in excess of four (4) consecutive hours, of an Insured Person , while travelling by any form of transportation or when forcibly removed from any mode of transportation.
Imitation Fraud	<ul style="list-style-type: none"> a) The Forgery or Fraudulent Alteration of any Money or Negotiable Instruments or instruction; or b) The Counterfeiting of any Money or Negotiable Instruments, upon which the Insured Entity has acted or relied.
Incident Contracts	<ul style="list-style-type: none"> a) Any written agreement for lease of real or personal property which does not impose upon the Insured: <ul style="list-style-type: none"> (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 Insured.
Income	Revenue received or receivable in the course of the Business . It includes revenue for goods sold, services rendered and rent and expenses from tenants, less the cost of goods sold and any other expenses of the Business that vary with production and/or revenue.
Indemnity Period	<p>The period commencing at midnight on the day which the Insured was first required to notify the Insurer of the Occurrence under applicable Sections of this Policy issued by the Insurer and expiring the earlier of:</p> <ul style="list-style-type: none"> a) 12 months later or such other period as specified in the Schedule; or b) when the Business returns to the level that the Business would have attained but for the Occurrence.
Information Commissioner	Information Commissioner of the Office of the New Zealand Information Commissioner or position that replaces such a role under laws and regulations relating to the regulation and enforcement of data protection and data privacy in New Zealand and any equivalent position in any jurisdiction.

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Information Holder	<p>A Third Party that:</p> <ul style="list-style-type: none"> a) an Insured Entity has provided Personal Information or Corporate Information to; or b) has received Personal Information or Corporate Information on behalf of an Insured Entity.
Insured	<p>Any Insured Entity and/or Insured Person.</p> <p>With respect to Policy Section A – General Liability only, and any endorsement thereto Insured shall have the following meaning:</p> <ul style="list-style-type: none"> a) the Policyholder or any Subsidiary; b) any entity which is constituted or acquired by the Policyholder during the Policy Period, provided always that: <ul style="list-style-type: none"> (i) such constitution or acquisition is notified to the Insurer within 90 days; (ii) the subsidiary company and/or organisation conducts the same Business as described in the Schedule; c) every partner, executive officer, employee, director, shareholder or volunteer of an Insured designated in subparagraphs (i) and (ii) above while acting within the scope of their duties on behalf of the Policyholder's Business; d) any principal to whom an Insured designated in subparagraphs (i) and (ii) above, is obligated by written contract or agreement to provide insurance, but only in respect of the principal's liability arising out of operations conducted by the Insured or on their behalf, and only to the extent required by such contract or agreement and in any event only for such coverage and Limit of Liability as provided by this Policy; e) the Policyholder's partners, executive officers, employees, directors, shareholders or volunteers while acting within the scope of their duties on behalf of the Policyholder's Business; f) contractors or sub-contractors but only while they are engaged by, and working in New Zealand for an Insured referred to in (i) or (ii) above, provided that they are not otherwise insured under any other policy. Policy Condition 15 (Cross Liability) does not apply in respect of such contractors or sub-contractors.
Insured Entity	The Policyholder or any Subsidiary .
Insured Executive	<p>Any natural person who is, at the time of his or her Accidental Death:</p> <ul style="list-style-type: none"> a) aged between 18 years and 70 years; and b) a validly appointed member of the board or trustee of the Insured Entity.
Insured Entity Contract	<p>That part of any contract or agreement pertaining to the Insured Entity's Business under which the Insured Entity 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 Entity Contract. Tort liability means a liability that would be imposed by law upon the other party in the absence of any contract or agreement.</p>

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Insured's Products	<p>Any goods or products (after they have ceased to be in the Insured Entity's possession or under the Insured Entity'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 Entity.</p> <p>Insured's 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.</p>
Insured Person	<p>Any natural person who was, is or during the Policy Period becomes:</p> <ol style="list-style-type: none">a director, officer, committee member or trustee of any Insured Entity, but not an external auditor or insolvency office-holder of any Insured Entity;an Employee of any Insured Entity;a shadow director or de facto director; oran Outside Entity Director; <p>but only when and to the extent that such natural person is acting for and on behalf of the Insured Entity in any of the capacities referred to in (i) to (iv) above.</p> <p>Insured Person is extended to include:</p> <ol style="list-style-type: none">the spouse or domestic partner (including same sex relationship civil partnerships, if applicable); andthe administrator, heirs, legal representatives, or executor of a deceased, incompetent insolvent or bankrupt estate; <p>of the natural person referred to in (a) to (b) above with respect to the acts, errors or omissions of such natural person.</p>
Insurer	AIG Insurance New Zealand Limited
Internet	Via the Insured Entity's website or via use of the world wide web, internet or electronic mail from an Insured Entity controlled computer , mobile device or network.
Internet Operations	<ol style="list-style-type: none">Transfer of computer data or programmes by use of electronic mail systems by the Insured or the Insured's Employees, including for the purpose of this definition only, part-time and temporary staff, contractors and others within the Insured's organisation whether or not such data or programmes contain any malicious or damaging code, including but not limited to Computer Virus, worm, logic bomb or trojan horse;Access through the Insured's network to the world wide web or through the Insured's page, business communications via a public social media internet site, including but not limited to blogging, Twitter or Facebook, by the Insured or the Insured's Employees, including for the purposes of this definition only, part-time and temporary staff, contractors and others within the Insured's organisation.Access to the Insured's intranet (meaning internal company information and computing resources) which is made available through the world wide web for the Insured's customers or others outside the Insured's organisation; andThe operation and maintenance of the Insured's website.

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Investigation	<p>Any hearing, examination, investigation or inquiry by an Official Body into the affairs of an Insured Entity or Outside Entity, or an Insured Person of such entity, once an Insured Person receives written documentation during the Policy Period:</p> <ul style="list-style-type: none">a) requiring them to attend before or produce documents to, or answer questions by or attend interviews with, the Official Body; orb) identifying them as a target in writing by an investigating Official Body as a target of the hearing, examination, investigation or inquiry. <p>An Investigation shall be deemed to be first made against the Insured Person when the Insured Person is first so required or so identified.</p>
Investigation Costs	<p>The reasonable fees, costs and expenses incurred by or on behalf of an Insured Person with the Insurer's prior written consent for the principal purpose of preparing for, responding to, or attending an Investigation. However, Investigation Costs shall not include the remuneration of any Insured Person, cost of their time or costs or overheads of any Insured Entity.</p>
Kidnap	<p>The illegal actual alleged or attempted taking and holding captive of any Insured Person by a person(s) who then demands specifically from assets of the Insured Person or Insured Entity a Ransom as a condition of the release of such captive.</p>
Kidnap and Ransom Event	<p>A Kidnap, or Extortion, or Detention, or Hijack or a series of connected acts thereof. If it is evident from the demand or the making of such demand that Kidnaps and/or Extortions and/or Detentions and/or Hijacks are or were carried out in furtherance one of another, they shall be deemed to be connected and constitute a single Kidnap and Ransom Event.</p>
Kidnap and Ransom Expenses	<p>All reasonable and necessary additional expenses which comprise of;</p> <ul style="list-style-type: none">a) the additional and unforeseen costs incurred in the conduct of the Insureds business over and above the costs that would normally have been incurred to conduct the Insureds business during the same period had a Kidnap and Ransom Event not occurred in order to maintain normal working operations. This shall not include the payment of any Ransom.b) reasonable rest and rehabilitation expenses (including meals and recreation) incurred within 12 (12) months and with the Insurer's prior authorisation following a Kidnap and Ransom Event.
Limit of Liability	<p>The applicable sum specified in the Schedule.</p>

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Loss	<p>Any amount which the Insured is legally liable to pay resulting from a Claim made against an Insured, Defence Costs, Investigation Costs and all other costs and expenses payable under this policy, awards of damages (including punitive and exemplary damages, except with respect to Policy Section A – Tax Audit and Review – General Liability), awards of costs or settlements (including claimant's legal costs and expenses), pre- and post- judgment interest on a covered judgment or award, and the multiplied portion of multiple damages.</p> <p>Loss includes any amount covered under any Extension applicable to the Cover purchased.</p> <p>Loss shall not include:</p> <ul style="list-style-type: none">a) any fines and penalties except to the extent covered under Policy Section A – Statutory Liability;b) taxes, except where covered under Policy Section A – Directors and Officers Liability, Extension 9 'Personal Liability for Corporate Taxes and Superannuation Schemes';c) remuneration, cost of the time of any Insured Person, or costs or overheads of any Insured Entity, except with respect to General Terms & Conditions - Extension 1 'Court Attendance'; ord) amounts which are uninsurable under the applicable law of the Claim. <p>Additionally, with respect to any Claim in connection with Employment Practices Liability or Third Party Discrimination only, Loss shall not include:</p> <ul style="list-style-type: none">(i) compensation payable in respect of contractual or statutory notice periods;(ii) amounts payable in respect of a specified contractual obligation, except to the extent such obligation would have attached in the absence of such contract;(iii) Employment-Related Benefits;(iv) any liability or costs incurred by any Insured to modify any building or property in order to make the building or property more accessible or accommodating to a disabled person; or(v) any liability or costs incurred in connection with any educational, sensitivity or other corporate programme, policy or seminar relating to an Employment Practice Liability or Third Party Discrimination Claim or the costs of reinstatement of any Employee.
Misleading or Deceptive Conduct	Any actual or alleged misleading or deceptive conduct at law or under the Fair Trading Act 1986 or any similar legislation.
Money	Currency, coins, bank notes and bullion, cheques, travellers' cheques, registered cheques, postal orders and money orders.
Mould(s)	Any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce moulds .
Negotiable Instruments	All securities , instruments or contracts, including any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security, representing either money or property , but does not include Money .

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Occupational Health and Safety Incident	Any actual or alleged breach of an occupational health and safety law or regulation, including but not limited to Health and Safety at Work Act 2015 and/or a law or regulation dealing with industrial or workplace deaths.
Occurrence	<p>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.</p> <p>All events of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence.</p> <p>With respect to Policy Section A – Liability Consequential Loss only, and any endorsement thereto Occurrence shall have the following meaning:</p> <p>means an event during the Policy Period in respect of which the Insurer has accepted indemnity under applicable Sections of this policy issued by the Insurer and which results in interruption or interference with the Business.</p>
Official Body	Any regulator , disciplinary body, criminal authority, government body, government agency, official trade body, or any other person or body having legal authority to conduct an Investigation .
Outside Entity	<p>Any entity, including any not for profit entity, but other than an entity that:</p> <ul style="list-style-type: none">a) is a Subsidiary;b) is incorporated or domiciled in the United States of America;c) is a bank, clearing house, credit institution, undertaking for collective investment in securities, investment firm, investment advisor/manager, investment fund or mutual fund, private equity or venture capital company, stock brokerage firm, insurance company or similar entity; ord) has its Securities listed on any Securities exchange; <p>unless listed by endorsement to this policy as an Outside Entity.</p>
Outside Entity Director	A natural person who did or does, or during the Policy Period begins to serve, at the specific request of any Insured Entity as a director, officer, trustee, governor or equivalent of an Outside Entity .
Personal Expenses	<p>The expenses of an Insured Person contracted and owed by them prior to the Confiscation Order and paid directly by the Insurer to a third-party service provider for their:</p> <ul style="list-style-type: none">a) schooling cost for dependent children; andb) monthly primary housing mortgage payments or rental cost; andc) utilities cost, including but not limited to private water, gas, electricity, phone and internet services; andd) personal insurance premiums, including for personal property, life, and health insurance policies, <p>provided that the expenses are in excess of any personal allowance granted in connection with the Confiscation Order and the expenses fall due during the period beginning 30 days after the date of the Confiscation Order and ending when the Insured Person has obtained its discharge or revocation, but in no event shall such period be longer than 12 months.</p>

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Personal Information	<ul style="list-style-type: none"> a) Any information relating to an identified or identifiable natural person b) Includes a natural person's name, online identifier, telephone number, credit card or debit card number, account and other banking information, tax file number, medical information, or any other information about a natural person protected under Data Protection Legislation, including but not limited to "personal information" or "sensitive information" within the meaning of the Privacy Act 2020 and any previous or subsequent legislation that alters, repeals or replaces such legislation.
Personal Injury	<ul style="list-style-type: none"> a) 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; 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. <p>and provided that in respect of Policy Section A – Employers' Liability only, Personal Injury shall be limited to paragraph (i) above and furthermore, disease shall be sustained only when the Employee is first exposed to conditions in New Zealand out of which the disease arose.</p>
Plan	<ul style="list-style-type: none"> a) Any past, present or future employee benefit or welfare benefit plan; or b) Any past or present superannuation plan; <p>established, administered or sponsored by the Company for the sole benefit of its Employees;</p> <p>Plan also includes:</p> <ul style="list-style-type: none"> (i) any superannuation, employee benefit or welfare benefit plan merged, transferred or terminated prior to or during the Policy Period; or (ii) any superannuation, employee benefit or welfare benefit plan created or acquired by the Policyholder during the Policy Period.
Policyholder	The organisation specified in the Schedule.
Policy Period	The period from the inception date to the expiry date specified in the Schedule.
Pollutant	Any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant, including, but not limited to, asbestos, lead, smoke, vapour, dust, fibres, mould, spores , fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Waste includes but is not limited to, material to be recycled, reconditioned or reclaimed.
Pollution Condition	Any actual, alleged or threatened discharge, dispersal, release or escape of a Pollutant ; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, nuclear material or nuclear waste.

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Premises	The interior portion of any building owned or occupied by the Insured Entity and in which it conducts its business .
Professional Services	The professional services of the Policyholder and any Subsidiary as specified in the Schedule.
Privacy Breach	Breach of confidentiality or infringement of any right to privacy, including any alleged breach of the terms of the Privacy Act 2020 and any subsequent legislation that alters, repeals or replaces such legislation.
Privacy Event	<ul style="list-style-type: none">a) A Breach of Confidential Information by an Insured or an Information Holder; orb) A failure by an Insured Entity to notify a Data Subject or any Regulator of an unauthorised disclosure or transmission of Personal Information for which the Insured Entity is responsible in accordance with the requirements of any Data Protection Legislation.c) A Privacy Breach.
PrivateEdge Advisory Panel	The solicitors appointed from time to time by the Insurer. Details of the current panel are available on our website or at the following link: PrivateEdge Advisory Panel .
Product Hazard	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 Insured's Products has been relinquished to others.
Property	Physical property , excluding the building and its fixtures and fittings, Money and Negotiable Instruments .
Property Damage	<ul style="list-style-type: none">a) Physical injury to or destruction of or loss of tangible property including the loss of use thereof at any time resulting therefrom; orb) 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.
Prosecution Costs	Reasonable fees, costs and expenses incurred with the Insurer's prior written consent, by an Insured Person , to bring legal proceedings for a declaration and/or an injunction in connection with any Asset and Liberty Proceedings.
Public Relations Consultants	Public relations consultants appointed by the Insured with the Insurer's prior written consent.
Public Relations Costs	The reasonable fees, costs and expenses incurred and paid by the Insured Entity , with the Insurer's prior written consent, to procure public relations services to redress adverse publicity or reputational injury resulting directly from a Direct Financial Loss covered under this policy.

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Public Relations Services	Services provided by the Public Relations Consultants to an Insured Person directly to mitigate the adverse effect or potential adverse effect on an Insured Person's reputation.
Ransom	Marketable goods, Property, Money, Negotiable Instruments or services surrendered or to be surrendered by or on behalf of the Insured Person or Insured Entity (with the approval of a senior officer of the Policyholder) to meet either a Kidnap , an Extortion , or a Hijack demand.
Regulator	Information Commissioner or statutory or government body established pursuant to Data Protection Legislation in any jurisdiction and which is authorised to enforce statutory obligations in relation to the handling, use and disclosure of Personal Information (or, where relevant, Corporate Information).
Reinstatement Limit	An amount equivalent to the Limit of Liability specified in the Schedule for Policy Section A – Directors' & Officers' Liability , up to a maximum of \$1,000,000 per Policyholder Board Director and \$5,000,000 for all Policyholder Board Directors.
Related Event	<p>Any matter alleging, arising out of, based upon or attributable to the facts, acts, errors or omissions, or series of related or continuous acts, errors or omissions described in a notification made under the 'Claims Protocol – Notifications', irrespective of the number of Insureds involved.</p> <p>Any Claim or Investigation (or series of Claims or Investigations) arising out of, based upon or attributable to any continuous, repeated or related acts, errors or omissions, irrespective of the number of Insureds or other persons involved, shall be considered a single Related Event for the purposes of this Policy.</p>
Response Consultants	Means the response consultants specified in Section A – Kidnap, Ransom and Extortion of the Schedule or any other response consultants used with the Insurer's prior A.
Responsible Person	Any Employee acting in a directorial, managerial or supervisory capacity other than any person who has committed any acts of fraud or dishonesty .
Retention	The sum specified in the Schedule for the relevant Policy section.
Securities	Any security representing debt of or equity interests in any Insured Entity .
Security Failure	<ul style="list-style-type: none"> a) Any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) a Computer System, including that which results in or fails to mitigate any: <ul style="list-style-type: none"> (i) denial of service attack or denial of access; or, (ii) receipt or transmission of a malicious code, malicious software or virus; b) The loss of Data arising from the physical theft or loss of hardware controlled by an Insured Entity; or c) The unauthorised reprogramming or corruption of software (including firmware) which renders a Computer System or any component thereof non-functional or useless for its intended purpose.

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Security Threat	Any threat or connected series of threats to commit a local, cross border or multi-country attack against a Computer System for the purpose of demanding money , securities or other tangible or intangible property of value from the Insured .
Senior Counsel	A senior lawyer to be mutually agreed upon by the parties, or in the absence of agreement, to be appointed by the head of the bar association/law society (or equivalent organisation) in the jurisdiction in which the Loss was incurred.
Spore(s)	Any dormant or reproductive body produced by or arising or emanating out of any Fungus(i) , Mould(s) , mildew, plants, organisms or micro-organisms.
Statement of Loss	A narrative notified in accordance with the Policy by the Policyholder by or on behalf of any Insured Person that includes a description of the incident giving rise to a Kidnap and Ransom Event and a preliminary estimate of the likely quantum of the costs and expenses associated with the Kidnap and Ransom Event .
Statute	An Act of the New Zealand Parliament and any subordinate legislation thereto.
Statutory Liability	Any fine, pecuniary penalty or reparation order made by a Court pursuant to any Statute which an Insured is legally liable to pay resulting from a Claim made against the Insured . Statutory Liability shall not include: a) any amounts representing damages or compensation; b) any compliance costs; c) enforceable undertakings; or d) any amount which the Insurer is prohibited from paying by law.
Subsidiary	Any entity of which the Policyholder has Control either directly or indirectly through one or more other entities on or before the inception date of this policy.
Superannuation Fund	Any superannuation fund , pension plan , employee benefit, welfare benefit, share save or share option plan or charitable fund or foundation established and maintained by the Insured Entity for the benefit of the past, present or future Employees of the Insured Entity or their respective beneficiaries, on or prior to the inception date of this policy.
Superannuation Trustee	a) any natural person who was, now is or shall be: (i) a superannuation trustee , committee member or administrator of the Plan or constructive trustee of the Plan ; (ii) a director or officer or Employee of an Insured Entity , Plan or corporate superannuation trustee company established to act as a superannuation trustee of the Plan , but not an external auditor or insolvency office-holder; or b) any corporate superannuation trustee company established to act as a superannuation trustee or administrator of the Plan ; but solely while acting in the capacity as a superannuation trustee or administrator of any Plan . Superannuation Trustee also includes any natural person who was, is or during the Policy Period becomes responsible for internal dispute resolution procedures of a Plan .

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Superannuation Trustee Liability	Any liability arising from any actual or alleged act, error or omission with respect to any Plan ; or arising solely because of any person's status as a Superannuation Trustee .
Tax Audit and Review Costs	The reasonable costs and expenses of a qualified accountant or registered tax agent.
Tax Audit and Review Retroactive Date	The date specified as such in the Schedule.
Tax Audit and Review Notice	The written notification from a Tax Authority of their intention to conduct a specific review, audit or investigation of the taxation liabilities of the Insured Entity .
Tax Authority	The New Zealand Inland Revenue Department.
Territorial Limits	Anywhere in the world except North America where the policy will only apply in respect of the activities of travelling executives and salespeople.
Terrorism	<p>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 Entity operates or exports products into, as an act of terrorism.</p>
Theft	<p>The unlawful taking of the Insured Entity's Money, Negotiable Instruments or Property occurring;</p> <ol style="list-style-type: none"> within the ownership, tenancy or occupation of premises of the Insured Entity; within the interior of any banking premises or similar recognised place of safe deposit; while in transit and in the care, custody and control of an Employee or director, supervisor of the board or partner of the Insured Entity following the actual or threatened use of force or violence; or while in the care, custody and control of any security company or armoured motor vehicle company, duly authorised by the Insured Entity to retain such care, custody and control and provided that the Insurer shall only be liable for the amount that is in excess of the amount of any other valid and collectible insurance or indemnity, contractual or otherwise, available to the security company or armoured motor vehicle company.

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Third Party	<p>Any natural person other than;</p> <ul style="list-style-type: none">a) an Insured Person;b) any person who owns or controls any of the Insured Entity's issued share capital;c) someone who is acting in collusion with any Employee;d) any Insured;e) any person providing services under any contract of services, written or implied, with any Insured; orf) any other entity of natural person having a financial interest in the operations of an Insured Entity. <p>In respect of Exclusion 10 – 'Cyber Exclusion', Third Party means any entity or natural person except;</p> <ul style="list-style-type: none">(i) any Insured; and(ii) any other entity or natural person having a financial interest in the operation of an Insured Entity.
Third Party Discrimination	<p>Any liability arising from any actual or alleged act, error or omission with respect to any harassment of or discrimination against any Third Party who is not and has not been an Employee.</p>
Threat	<p>Any threat made specifically against an Insured Person (without demanding Ransom) made first during the then Policy Period by a person or group to commit or attempt to:</p> <ul style="list-style-type: none">a) kill, injure or abduct an Insured Person; orb) cause physical damage or loss of Property of the Insured; orc) disclose, disseminate or utilise proprietary information, including any personal or private or confidential information on or about the Insured.
Tools of Trade	<p>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.</p>
Trade Secret	<p>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.</p>
Transaction	<p>Any one of the following events:</p> <ul style="list-style-type: none">a) the Policyholder consolidates with or merges into or sells all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert;b) any person or entity, or persons or entities acting in concert (other than a Subsidiary or Subsidiaries) acquires Control of the Policyholder; orc) any Insured Entity lists its Securities on any exchange or market.

Policy Definitions cont.

Words found in this Policy that are **bold** will have the meaning as defined below. Words in the singular will include the plural and vice versa.

Unauthorised Material Use	Unauthorised taking for use of any advertising idea, material, slogan, style or title of others; and unauthorised use of names, domain names, trade names, trade addresses, service marks, service names, titles, slogans, formats, characters, character names, characterisations, plots, musical compositions, performances, logos, artwork, graphics, photographs or program materials.
Underground Services	All underground electricity, gas, water, steam, waste water (sewer, storm water), telecommunications plant, and liquid petroleum services and oil pipelines.
Vehicle	Any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power.
War	Any war , whether or not declared, or any act or condition incident to war . War includes civil war , insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.
Watercraft	Any vessel or watercraft made to or intended to float on or in or travel on or through or under water.
You/your	The Insured .

Claims

1. When to notify of Claims and Circumstances, and Direct Financial Loss

With respect to Policy Sections A - Directors' And Officers' Liability, Corporate Liability, Employment Practices Liability, Statutory Liability, Employers' Liability, Crime Protection, Tax Audit and Review, Liability Consequential Loss and Section B, the covers provided under this policy are granted solely with respect to any **Claim, Direct Financial Loss**, or other event covered that is notified to the Insurer as soon as practicable after the **Policyholder's** Finance Director, Risk Manager or General Counsel (or equivalent position) first becomes aware of such **Claim, Direct Financial Loss** or other event covered, but in all situations no later than:

- a) during the **Policy Period** or **Discovery Period**; or
- b) within 60 days after the end of the **Policy Period** or **Discovery Period** as long as notice is given to the

Insurer within 60 days after such **Claim** was first made against the **Insured** or such **Direct Financial Loss** is first **Discovered** by the **Insured Entity**.

Any **Insured** may, during the **Policy Period** or **Discovery Period**, notify the Insurer of any circumstance reasonably expected to give rise to a **Claim**. The notice must include the reasons for anticipating that **Claim** and full relevant particulars as to dates, acts and the potential **Insured** and claimant concerned.

If the **Insured Entity** notifies a **Direct Financial Loss** to the Insurer the **Insured Entity** must provide to the Insurer as soon as practicable but no later than 6 months after such **loss** is first **Discovered**:

- a) affirmative proof of **Direct Financial Loss**; and
- b) all requested information and **documents** and co-operation in all matters pertaining to **Direct Financial Loss**.

Direct Financial Loss Discovered by an **Insured Entity** or any **Responsible Person** of such **Insured Entity** shall constitute knowledge possessed and **Direct Financial Loss Discovered** by all **Insured** Entities.

2. When to notify an Occurrence

With respect to Policy Section A General Liability, Policy Section A Kidnap Ransom and Extortion, and Policy Section A Liability Consequential Loss, the covers provided under this policy are granted solely with respect to any **Occurrence**, or other event covered in the Extensions that is notified to the Insurer as soon as practicable after the **Policyholder's** Finance Director, Risk Manager or General Counsel (or equivalent position) first becomes aware of such **Occurrence** or other event covered in the Extensions.

3. When to notify an Accidental Death

The **Policyholder** must give written notice of an Accidental Death under Policy [Section A – Corporate Liability](#), including proof of identity and supporting medical evidence in the form required by the Insurer, within 30 days of the Accidental Death of an **Insured Executive** or as soon thereafter as is reasonably possible.

4. When to notify a Liability Consequential Loss

With respect to Policy [Section A – Liability Consequential Loss](#), any **Claim** should be notified in accordance with Claims Provision 1 above and any **Occurrence** should be notified in accordance with Claims Provision 2 above.

Claims cont.

5. With respect to Policy Section A - Kidnap, Ransom and Extortion only the following shall apply

Notification Procedure

In the event of a **Kidnap and Ransom Event**, and in the case of **Extortion, Kidnapping** or **Hijacking**, prior to the payment of **Ransom**, the **Insured** will make every reasonable effort to immediately inform the **Response Consultants** and provide all relevant information as soon as possible.

Use of Response Consultants

Following a **Kidnap and Ransom Event** or **Threat** the services of the **Response Consultants** will be available to the Insureds at no **charge** and on a priority basis to provide advice and assistance in handling the **Kidnap and Ransom Event** or **Threat** for as long as required, as outlined in the “**Kidnap, Ransom and Extortion Notification Procedures & Consultants**”

What to Do in a Crisis

Crisis Hotline
+1 817 826 7000

As soon as a **Kidnap and Ransom Event** occurs or it is thought a **Kidnap and Ransom Event** is about to occur or may have occurred, an **Insured** should urgently telephone the Crisis Hotline on the number above. The number operates 24 hours a day, every day of the year. Callers will speak directly to or receive an immediate call back from the experienced **Response Consultants**.

This is a dedicated crisis response hotline and should only be used for the purposes above.

In the event of a situation which is or which may give rise to a **Kidnap and Ransom Event**, then as part of the policy coverage and under a special arrangement between the **Response Consultants** and the Insurer:

- a) the **Response Consultants** will be available to advise, inform and assist the Insureds; and
- b) the Insurer will pay the necessary fees and expenses of the **Response Consultants** up to the limits as provided in the schedule to this section.

It is understood and agreed that:

- a) the **Response Consultants** have no authority on the **Insurers'** behalf to make any admissions which may prejudice the **Insurers'** rights or to deal with matters concerning policy coverage; and
- b) the provision and the use of these services are not, are not intended to be and shall not be regarded as an admission of or an acceptance by the Insurer of any liability to indemnify an **Insured** under the policy and are without prejudice to any rights of the Insurer.

6. How to notify

All notifications relating to Claims, circumstances, **Direct Financial Loss** or **Occurrence** must be in writing, referencing the Policy Number and addressed to:

New Zealand Claims Manager

PO Box 1745, Auckland 1140
or Phone : +64 (0) 9 355 3100
or by facsimile to +64 (0) 9 355 3135
or by email to finclaims@aig.com

7. Related Claims and Circumstances

If a **Claim** or circumstance is notified under this policy, then any subsequent **Claim**, alleging, arising out of, based upon or attributable to the facts or acts, errors or omissions alleged in that **Claim** or described in that circumstance, shall be deemed to have first been made at the same time as that **Claim** was first made or circumstance notified, and notified to the Insurer on the date the notices were first provided.

Any **Claim** arising out of, based upon or attributable to any **Claim** or series of Claims arising out of, based upon or attributable to continuous, repeated or related acts, errors or omissions, whether or not committed by more than one **Insured** and whether directed to or affecting one or more person or entity, shall be considered a single **Claim** for the purposes of this policy.

For the purpose of the **Limit of Liability** and applying the **Retention**, any **Direct Financial Loss** resulting from any single act, single omission, or single event, or series of related or continuous acts, omissions or events shall be considered a single **Direct Financial Loss**.

8. Defence and Settlement

The **Insured** must, at their own cost, render all reasonable assistance to the Insurer and take all reasonable measures to mitigate **Loss** or potential payment under this policy. The Insurer may undertake **investigations**, conduct negotiations and with the written consent of the **Policyholder** settle any **Claim** where settlement has been agreed to by the parties being indemnified or has been recommended by a **Senior Counsel**.

The **Insured** shall have the obligation to defend and contest any **Claim** made against them. The Insurer shall be entitled to participate fully in the defence and in the negotiation of any settlement that involves or appears reasonably likely to involve the Insurer. In the event of any **Claim**, each **Insured** shall take reasonable steps to reduce or diminish any **Loss**.

Notwithstanding the foregoing, the **Insured** shall have the right to tender the defence of the **Claim** to the Insurer, which right shall be exercised in writing solely by the **Policyholder** on behalf of all Insureds. This right shall terminate if not exercised within 30 days of the date the **Claim** is first made against an **Insured**. The Insurer shall confirm the assumption of the defence of such **Claim** to the **Policyholder** in writing. Pending such acceptance by the Insurer, the Insureds shall take no action, or fail to take any required action, that prejudices the rights of any **Insured** or Insurer with respect to such **Claim**. The Insurer shall be obligated to assume the defence of such **Claim** provided the Insureds have complied with the foregoing. The Insurer shall have no obligation to continue to defend such **Claim** once the **Limit of Liability** has been exhausted.

The Insurer consents to the appointment of any **PrivateEdge Advisory Panel** member firm to act on behalf of the **Insured** in respect of any **Claim** defended in accordance with this policy.

All Insureds shall at their own cost, render all reasonable assistance to and cooperate with the Insurer in the **investigation**, defence, settlement or appeal of a **Claim** or circumstance, and provide the Insurer with all relevant information pertaining to any **Claim** or circumstance, as the Insurer may reasonably require. The Insurer will accept as necessary the **retention** of separate legal representation to the extent required by a material conflict of interest between any Insureds.

If a **Claim** is made against an **Insured Person** by the **Insured Entity** or **Outside Entity**, the Insurer shall have no duty or obligation to communicate with any other **Insured Person** or the **Insured Entity** in relation to that **Claim**.

The applicable **Insured** or **Policyholder** shall reimburse as soon as reasonably practicable to the Insurer any payments including **defence costs** which are ultimately determined not to be covered by this policy.

Claims cont.

9. Consent

Only those settlements, judgments, and costs and expenses which have been consented to by the Insurer (which shall not be unreasonably delayed or withheld) shall be payable as **Loss** under this policy.

Where there is a dispute between the **Insured** and the Insurer as to whether a **Claim** should be settled or should continue to be defended, within 30 days after notice of such dispute, the Insurer, at its expense, shall refer the matter to a **Senior Counsel** who shall determine whether, on the balance of probabilities, the **Insured** is likely to succeed in defending the **Claim** to final resolution or whether the **Claim** should be settled.

If the **Senior Counsel** determines that the **Claim** should be settled, the **Insured** may elect to continue the defence of that **Claim** without the Insurer's prior written consent provided that the Insurer's liability for all **Loss** arising from that **Claim** shall not exceed the amount for which that **Claim** could have been settled plus the **Defence Costs** incurred to the date such determination was provided in writing to the **Insured**.

The **Senior Counsel** shall determine the amount for which that **Claim** could have been settled at the Insurer's expense, taking into account 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.

10. Allocation

The Insurer will be liable only for **Loss** to the extent it arises from a covered **Claim**. If a **Claim** involves both covered and uncovered matters or persons under this policy, then the **Insured Entity** or **Insured Person**, and the Insurer shall use commercially reasonable efforts to determine a fair and equitable allocation of **Loss** covered under this policy, on the basis of established judicial allocation principles which take into account the legal and financial exposures, and the relative benefits obtained by the relevant parties.

If the Insurer and the **Insured Entity** or **Insured Person** cannot agree on allocation in accordance with this Clause within 14 days of any allocation issue first notified in writing to the **Insured** by the Insurer, then they agree to refer the determination to a **Senior Counsel**, whose decision shall be final and binding on all parties.

The **Senior Counsel** is to determine the fair and equitable allocation as an expert, not as an arbitrator. The relevant **Insured** and the Insurer shall be entitled to make written submissions to **Senior Counsel**. The **Senior Counsel** is to take account of the parties' submissions, but the **Senior Counsel** 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 Counsel's** expenses in providing such determination will be paid by the Insurer and any such payments will not erode the **Limit of Liability**.

11. Advance Payment of Costs

Where the Insurer has not assumed the defence of a **Claim** in accordance with General Terms & Conditions - Claims Condition 8 - 'Defence and Settlement', the Insurer shall advance all **Defence Costs** and all other costs and expenses payable under this policy, within 21 days after sufficiently detailed invoices for those costs are received and accepted for payment by the Insurer. The Insurer may not refuse to advance **Defence Costs** or other costs and expenses payable under this policy by reason only that the Insurer considers that conduct specified in the 'Conduct' Exclusion in Policy Sections A - Directors' and **Officers' Liability**, Corporate Liability, **Employment Practices Liability**, or **Statutory Liability**, "Intentional Acts" specified in [Policy Section A – Kidnap, Ransom and Extortion](#) or dishonest or fraudulent acts specified in the "**Tax Audit and Review Costs**" Exclusion in Liability Consequential **Loss** has occurred, until such time as the condition to that exclusion is satisfied.

Claims cont.

12. Subrogation

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all of the Insureds' rights of recovery, contribution and indemnity and the **Insured** will provide all reasonable assistance and will do nothing to prejudice such rights. The Insurer will not exercise its rights of subrogation against an **Insured Person** in connection with a **Claim**, unless it can establish that the 'Conduct' Exclusion in Policy Sections A – Directors' and Officers' Liability, Corporate Liability, Employment Practices Liability, or Statutory Liability, "Intentional Acts" specified in Policy Section A – Tax Audit and Review or dishonest or fraudulent acts specified in the "**Tax Audit and Review Costs**" Exclusion in **Tax Audit** and Review applies to that **Claim** and that **Insured Person**.

13. Continuity

Notwithstanding General Terms & Conditions – Exclusion 1 'Prior Claims and Circumstances, Notifications', cover is provided under this policy for any **Claim**, or circumstance, which could or should have been notified under any earlier policy, provided always:

- a) the **Claim**, or circumstance, could and should have been notified after the **Continuity Date**; and
 - b) the **Claim** shall be dealt with in accordance with all terms, conditions, exclusions and limitations of the policy under which the **Claim**, or circumstance, could and should have been notified but only where such earlier policy affords no broader cover in respect of the **Claim** than the provisions of the policy, including the **limit of liability** after reduction by any payment for any **claim** that could or should have been notified under the earlier policy; and
 - c) if the Insurer is the insurer on risk for the policy in (ii) above, the **Insured** agrees to **claim** on this policy only and to make no **claim** on such earlier policy.
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14. Fraudulent Claims

If any **Insured** shall give any notice or **claim** cover for any **Loss** under this policy knowing such notice or **claim** to be false or fraudulent as regards amounts or otherwise, such **Loss** shall be excluded from cover under the policy, and the Insurer shall have the right to cancel the policy.

Limit & Retention

1. Limit of Liability

If the Schedule specifies an 'Aggregate **Limit of Liability**', the total amount payable by the Insurer under this policy shall not exceed this amount, other than with respect to Policy Sections A Directors' & Officers' Liability – Cover 4 'Reinstatement Limit', – Crime Protection – Extensions 1 'Legal Fees', 2 'Reconstitution Costs' and 3 'Investigative Specialist Fees', 'General Liability' Tax Audit and Review, Kidnap, Ransom and Extortion and Consequential Loss.

If the Schedule specifies 'separate Limits of Liability', a separate aggregate **Limit of Liability** shall apply to each policy Section. Each such **Limit of Liability** is the aggregate limit of the Insurer's liability with respect to all **Loss / Direct Financial Loss** arising under such policy Section, other than with respect to Policy Sections A - '**Directors' & Officers' Liability**' - Cover 4 - '**Reinstatement Limit**', 'Crime Protection' - Extensions 1 'Legal Fees', 2 'Reconstitution Costs' and 3 'Investigative Specialist Fees' and 'General Liability'.

Policy Section A – Directors' & Officers' Liability – Cover 4 'Reinstatement Limit' applies excess of the **Limit of Liability** for Policy Section A – Directors' & Officers' Liability for any **Claim** that is not a related **Claim** or circumstance as specified in General Terms & Conditions – Claims Condition 5 'Related Claims and Circumstances'.

The Insurer shall have no further liability in excess of all such limits, irrespective of the number of Insureds or amount of any **Loss** or **Direct Financial Loss**, including with respect to any **Claim** as specified in General Terms & Conditions – Claims Condition 5 'Related Claims and Circumstances'.

Extensions only apply to **Loss** or **Direct Financial Loss** under each policy Section shown as 'Yes' under 'Section Insured' in the Schedule. Any amount specified in the policy or the Schedule for any Cover or Extension is the most the Insurer will pay in the aggregate under this policy:

- a) as **Loss** under such Cover or Extension; or
- b) regarding any single **Direct Financial Loss** under such Cover or Extension.

Any sub-limits identified in the Schedule apply to the applicable Memoranda or Extension and those sub-limits form part of, and are not in addition to, the **Limit of Liability**, except where expressly indicated. All provisions of this policy apply to the Extensions, except where expressly indicated.

The Insurer's liability in respect of any one **Occurrence** shall not exceed the **Limit of Liability**. All **Personal Injury** and **Property Damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one **Occurrence**.

The Insurer's total aggregate liability during any one **Policy Period** for all **Occurrences** involving the Products Hazard shall not exceed the **Limit of Liability**.

With respect to Policy Section A – 'General Liability' only, expenses incurred to defend or investigate any **Claim** will be in addition to the applicable **Limit of Liability**. Provided however that, in the event of any **Claim** being made against the **Insured Entity** in any court or before any other legally constituted body in North America, the **Limit of Liability** shall apply to such **Claim** inclusive of expenses to defend or investigate any **Claim**.

Regardless of the number of years this policy shall continue in force, the number of premiums paid and irrespective of whether it is or may be renewed, the Limits of Liability as specified in the Schedule shall not accumulate from year to year or from **Policy Period** to **Policy Period**.

2. Retention

No **Retention** shall be borne by an **Insured Person**. To the extent that an **Insured Person** has been indemnified by the **Insured Entity**, the Insurer shall only reimburse or pay on behalf of the **Insured Entity** the amount which is in excess of any applicable **Retention**. In respect of Policy Section A – ‘Crime Protection’, the Insurer shall only pay the amount of **Direct Financial Loss** which is in excess of any applicable **Retention**.

A single **Retention** shall apply to all:

- a) **Loss** arising from any **Claim** as specified in General Terms & Conditions – Claims Condition 3 ‘Related Claims and Circumstances’ (regardless of whether the **Loss** or any part of it is payable under Section A or Section B of this policy); or
- b) **Direct Financial Loss** as specified in General Terms & Conditions – Claims Condition 4 ‘Related **Direct Financial Loss**’.

Where a **Claim** is payable under more than one section, the highest **Retention** shall apply.

General Provisions

1. Terms and Conditions of Each Section

Unless otherwise stated:

- a) the definitions, terms, conditions and exclusions set out in the General Terms and Conditions apply to all Sections; and
- b) the definitions, terms, conditions and exclusions of Policy Sections A – Directors’ & Officers’ Liability – Corporate Liability, Employment Practices Liability, Statutory Liability, Employers’ Liability, Crime Protection, Policy, General Liability, Tax Audit and Review, Kidnap, Ransom and Extortion and Liability Consequential **Loss** apply only to each respective Section.

In the case of inconsistency or conflict, Policy Sections A Directors’ & Officers’ Liability, – Corporate Liability, Employment Practices Liability, Statutory Liability, Employers’ Liability, Crime Protection, General Liability, Tax Audit and Review, Kidnap, Ransom and Extortion and Liability Consequential **Loss** override the General Terms and Conditions.

2. Non-Avoidance

Except in respect of Policy Sections A Crime Protection and **Tax Audit** and Review:

- a) subject to (ii) below, this policy is not avoidable or rescindable in whole or in part with respect to any **Insured Person**, and the Insurer shall have no other remedy, with respect to any pre-inception misrepresentation or pre-inception non-disclosure by any **Insured Person** in connection with this policy; and
 - b) if the Insurer has a right to reduce its liability for any fraudulent misrepresentation or fraudulent non-disclosure of a matter or fact established by final adjudication of a judicial or arbitral tribunal, or any formal written admission by or on behalf of any **Insured Person**, the Insurer will only exercise such right against that **Insured Person**.
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3. Cancellation

The **Policyholder** may cancel this policy by providing written notice to the Insurer in which case the Insurer shall retain the pro-rata proportion of the premium plus 20% of that pro-rata proportion. The Insurer may cancel this policy as and in the manner permitted by law and shall be entitled to retain the pro-rata proportion of the premium. Cancellation of this policy does not extinguish any cover available under Policy Section A – Directors’ & Officers’ Liability – Extension 6 ‘Run-off for Retired Insured Persons’.

4. Severable Nature of the Policy

Except in respect of Policy Sections A Crime Protection and **Tax Audit** and Review, this policy is a severable policy covering each **Insured** for their own individual interest.

With respect to the ‘Conduct’ Exclusion in Policy Sections A – Directors’ and Officers’ Liability, Corporate Liability, Employment Practices Liability or Statutory Liability, and the contents of any proposal form or declaration submitted, or statements, warranties and representations made to the Insurer in connection with this policy, or any policy of which this policy is a renewal or replacement:

- a) with respect to any **Insured Person**: no statements made by or on behalf of an **Insured Person**, or information or knowledge possessed by an **Insured Person**; nor any act, error or omission of an **Insured Person**, shall be imputed to any other **Insured Person**, for the purpose of determining whether any **Insured Person** is covered under this policy;
 - b) with respect to any **Insured Entity**: only the statements and knowledge of any Chief **Executive** Officer, Chief Operating Officer, Chief Financial Officer or Chief Legal Officer/General Counsel of the **Policyholder**, or any person who signed the declaration or proposal form in connection with this policy or any policy of which this policy is a renewal or replacement; will be imputed to all **Insured** Entities.
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General Provisions cont.

5. Inspection

The Insurer (or its agents, representatives, employees or consultants) may inspect the **Insured Entity's premises** and operations at any time. The Insurer will use reasonable endeavours to give the **Insured Entity** reasonable notice of any intended inspection.

The **Insured Entity** shall provide all reasonable cooperation and assistance as the Insurer may require and provide access to its **premises** and other places of **Business**, as well as facilitate enquiries and interviews of any **employee**.

The Insurer may give the **Insured Entity** reports on the conditions that the Insurer finds, including recommendations. However, such inspections are merely as to the insurability of the risk and the premium to be charged and are not safety inspections.

6. Other Insurance and Indemnification

This policy shall always apply excess over any other valid and collectible insurance available to the **Insured** (including without limitation any policy specified in an endorsement to this policy).

With respect to Outside Entities, insurance provided by this policy applies excess over (i) any indemnification provided by an **Outside Entity**, and (ii) any other collectible insurance issued to an **Outside Entity** for the benefit of its directors, officers, or employees (including without limitation any **Outside Entity** insurance policy specified to the Insurer).

7. Changes in Risk

The Insurer shall not be liable for **Loss** or **Direct Financial Loss** arising out of, based upon or attributable to any:

- a) **Occurrence**, act, error or omission committed or allegedly committed; or
- b) a matter which is the subject of an **Investigation**, extradition proceeding or **Asset and Liberty Proceeding**, occurring or arising;

after the effective date of a **Transaction**.

Cover shall only apply to an **Insured** for any covered acts, errors or omissions occurring after that date on which such **Insured** became a covered **Insured**.

The **Policyholder** shall notify the Insurer in writing within thirty (30) days of any material change to the **Business** description as stated in the submission, application for insurance or the Schedule. The Insurer reserves the right to accept or deny coverage at or after the time of such notification and to establish a separate rate and premium for any such change in the **Business**.

8. Notice and Authority

The **Policyholder** shall act on behalf of its **Subsidiaries** and each and every **Insured** with respect to the giving of notice of any **Claim** or **Direct Financial Loss**, the payment of premiums and the receiving of any return premiums that may become due under this policy, the receipt and acceptance of any endorsements issued to form a part of this policy and the exercising or declining of any right to a **Discovery Period**.

9. Assignment

Neither this policy nor any right hereunder may be assigned without the prior written consent of the Insurer.

General Provisions cont.

10. Governing Law

Any interpretation of this policy or issue relating to its construction, validity or operation shall be determined by the laws of New Zealand. Except as otherwise provided herein, the parties will submit to the exclusive jurisdiction of the New Zealand courts.

11. Headings and Titles and Other References

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 and expressions in the singular shall include the plural and vice versa. In this policy, words in bold typeface shall have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them. References to legislation shall include any subsequent amendments or re-enactments thereof and the equivalent legislation in other jurisdictions. All references to titles and positions shall mean the equivalent in other jurisdictions. A reference herein to “this policy” shall mean a reference only to those Covers stated herein which are shown on the Schedule as purchased.

12. Confidentiality

The Insureds shall make all reasonable efforts not to disclose the existence of this policy to any person except to professional advisers or as required by law or court order and shall only state within the **Insured Entity**’s annual report that the **Insured Entity** has agreed, or otherwise, to pay a premium for this policy but shall not publish the nature of the liability covered by this policy, the name of the Insurer, the **Limit of Liability** or the premium paid for this policy.

13. GST

All amounts indicated in this policy and the attached Schedule are exclusive of Goods and Services Tax where payable by law.

14. Sanctions Clause

In consideration of the Premium, the policy is amended as follows:

The Insurer will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Insurer, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

15. Cross Liability

If the **Insured** comprises more than one party, the Insurer will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each, provided that the total **Limit of Liability** sustained by any or all of the Insureds shall not exceed the **Limit of Liability** stated in the Policy Schedule.



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