

Certificate of Currency – YPM Insurance Programme

7 April 2020

The Policy detailed below is current to the expiry date shown.

Insured	:	Body Corporate 335843
Interested party	:	
Policy Number	:	17-YPM0100-BPK
Contract Type	:	Material Damage
Description	:	The following Material Damage/Business Interruption Insurance including Full Earthquake perils has been arranged on behalf of the Insured shown below and is subject to the Policy Wordings and Endorsements issued on the Insured's behalf
Sum Insured	:	\$37,767,000
Situation of Risk	:	115 Vivian St, Wellington
Period of Cover	:	1 April 2020 To 1 April 2021
Wording	:	2020 YPM Body Corporate Material Damage/Business Interruption Policy Wording
Insurer Panel	:	NZI (<i>A business division of IAG New Zealand Ltd</i>) 60%
	:	QBE Insurance (Australia) Limited (New Zealand Branch) 20%
	:	OMPL –Lloyds of London 15%
	:	Ando Insurance Group 5%

SIGNED ON BEHALF OF NZI



NZI
Corporate

Client Number 191-0BFDJ
Broker Peter Murphy

Body Corporate Package

This schedule forms part of the Policy Wording. Please refer to the Policy Document for the full terms, conditions and exclusions relating to this insurance.

The Insured Body Corporate 335843	Client No 191-0BFDJ	Cover No 1520866-009-01
The Insurer IAG New Zealand Limited Certain Underwriters at Lloyd's (Administered by OMPL) QBE Insurance (Australia) Limited Ando Insurance Group Limited as agent for The Hollard Insurance Company	% of cover 60 15 20 5	Insurer Policy No 17-YPM0100-BPK
Period of Insurance	From 01/04/20 to 01/04/21 at 4:00pm; Local Standard Time	
Manager Reference	CLODGE	

MATERIAL DAMAGE SCHEDULE OF PROPERTY INSURED

Building Name	City Lodge	
Main Occupancy	Residential	
Location	115 Vivian Street Te Aro Wellington	
Sum Insured	Reinstatement Value	\$37,767,000

BUSINESS INTERRUPTION SCHEDULE OF ITEMS INSURED

Values below are "per unit"

Loss of Rents	\$30,000
Alternative Accommodation	\$30,000
Indemnity Period	
12 Months	

POLICY DETAILS

Policy Wording YPM Body Corporate Material Damage & Business Interruption Policy Wording

To obtain a copy of this policy wording please visit www.crombielockwood.co.nz/policy-documents and enter the following code in the search engine MDNZIO514 & BINZIO514.

Standard Policy Extensions

Plant & Chattels / Landlord Chattels	\$20,000 per unit, \$500,000 per Building
Loss of Rents	\$30,000 per unit
Alternative Accommodation	\$30,000 per unit
Margins Clause	110% (100% for Natural Disaster), All Buildings
Body Corporate Common Property	\$10,000 per Building
Average Clause	Does not apply
Subrogation Waiver	Waived
Malicious Damage by Tenants	\$2,000 per claim and \$5,000 in the Aggregate
Managing Agents	\$10,000 limit (per 12 month period per entire programme)
Murder Suicide - Loss Interruption	Included
Gradual Water Damage	\$5,000 limit any one loss & \$500,000 per Building
Contract Works	\$250,000
Machinery Breakdown	\$10,000 limit any one loss
Total Loss Stress Cover	\$2,000 per unit & \$50,000 limit/ per event
Public Utilities	10% of Sum Insured, maximum \$1,000,000
Computer Breakdown	\$5,000 any one loss
Alterations and Property Acquired	\$250,000 any one loss
Cost of Rewriting Records	\$20,000 any one loss
Hazardous Substances Emergency	\$20,000 any one loss
Keys & Locks	\$5,000 any one loss
Money A	\$5,000 any one loss
Money B	\$2,000 any one loss
Reservoirs, Tunnels or Bridges	\$100,000 any one loss
Spoilage	\$2,000 any one loss
Transit	\$10,000 any one loss
Landslip / Subsidence	\$500,000
NZI Unlawful Substances Extension	Limit \$25,000 per BC/Building any one period of insurance
Acts of Civil Authorities	10% of Business Interruption Sum Insured, maximum \$1,000,000
Prevention of Access	10% of Business Interruption Sum Insured, maximum \$1,000,000

ENDORSEMENTS AND / OR CLAUSES

Exclusions

War & Nuclear	Applies
Electronic Data	Applies
Terrorism	Applies
Infectious Disease	Applies
Defects & Moulds	Applies
Transmission and Distribution Lines	Applies
Automatic Reinstatement of Sum Insured	Applies

Endorsements

Seismic Upgrade Costs Exclusion	Included
Unlawful Substances Extension	Included
Transmission and Distribution Lines	Included
Hidden Gradual Damage Extension	Included
Landlords Fixtures and Fittings Extension	Included
Loss of Rents Extension	Included
Alternative Accommodation Extension	Included
Stress Payment Extension	Included
Fixed Carpets & Floor Coverings Extensions (Owner Occupied Units)	Included

Business Interruption Policy applicable to Residential Units ONLY

Waiver of Subrogation applied - Contract Works watertight remediation for the period 6 January 2020 to 12 June 2020

Seismic Upgrade Costs Exclusion

This exclusion applies notwithstanding anything in the policy to the contrary.

The amount payable under the policy excludes any costs incurred in connection with seismically strengthening the property insured to a level greater than its level before the loss or damage.

Methamphetamine Extension

This policy extends to cover contamination damage to:

1. the unit, and
2. landlord's contents in the unit, and
3. Common Property in common areas,

in the building shown in the Schedule, that first happens and that is discovered during the period of cover, subject to the following:

- a) if the unit owner occupies the unit there is no cover for any contamination damage that is caused or contributed to, directly or indirectly, by or in connection with the owner, or their husband or wife, or person with whom they are living in the nature of a marriage, or any member of their family. For the purposes of this exclusion, unit owner includes any trustee or beneficiary of the trust if the unit is owned by the trust, or any director or shareholder of the company if the unit is owned by the company, or any unit title holder.
- b) where the unit is tenanted or occupied for a period of more than 90 days, there is no cover unless the unit owner or the person who manages the tenancy on the unit owners behalf has fully met the Landlord's Obligations.
- c) for any let, rental or fixed-term tenancy or occupancy where the tenancy or occupancy is 90 days or less there is no cover unless the contamination damage was caused by sudden and accidental loss caused in connection with the manufacture, distribution or storage (but only where the storage is in connection with supply or distribution) of methamphetamine.
- d) there is no cover for any contamination damage where any contamination existed or occurred prior to the current period of cover unless the pre-existing contamination was disclosed to us

and accepted by us in writing. However, if the building has been insured with us (or any other brand underwritten by IAG New Zealand Limited) continuously since the earlier period when the contamination damage first occurred, then we will waive the requirement for the contamination damage to have first occurred during the current period of cover.

For the purposes of this automatic extension Common Property means common parts of the building including lobbies, stair wells, shared vehicle storage areas and fixtures and fittings within the areas including drapes, floor coverings and light fittings.

Where there is cover under this Automatic Policy Extension, the Insurer will:

1. reimburse the reasonable costs incurred during the period of cover for testing provided that:
 - a) the testing is carried out in accordance with New Zealand Standard NZS 8510 or by an operator approved by us; and
 - b) the testing confirms contamination damage to the unit;
2. pay to remediate that part of the unit and/or landlords contents, or Common Property that suffered the contamination damage subject to the following provisions:

The Insurer may choose to:

- a) pay the reasonable cost to remediate the part of the unit that suffered the contamination damage, or
- b) pay the estimated reasonable cost to remediate the part of the unit that suffered the contamination damage.

Maximum Payment

The most the insurer will pay under this Methamphetamine Contamination Cover extension is:

1. \$30,000 for each unit or landlords contents in the unit for each contamination claim, and
2. \$30,000 in total for Common Property in common areas for each contamination claim, and
3. \$250,000 in total for all contamination claims during the annual period.

Excess

For each contamination claim under this extension an excess of \$2,500 applies per unit. However, if you have selected a higher policy excess, then the higher excess as shown on the schedule applies.

Landlord's Obligations

The Unit Owner or the person who manages the tenancy on their behalf, must:

- 1) exercise reasonable care in the selection of tenant(s) by at least obtaining satisfactory identification and written or verbal references for each adult tenant and when a reasonable landlord would consider it appropriate also check their credit and Tenancy Tribunal history, and
- 2) vacant building(s) or units are to be inspected on a monthly basis, and
- 3) keep written records of the pre-tenancy checks conducted for each adult tenant, and provide to the insurer a copy of these if the Insurer request it, and
- 4) complete an internal and external inspection of the unit at a minimum of 3 monthly intervals and upon every change of tenant(s), and
- 5) keep photographs and a written record of the outcome of each inspection, and provide to the Insurer a copy of these if the insurer requests it, and
- 6) make application to the Tenancy Tribunal for vacant possession in accordance with the provisions of the Residential Tenancies Act 1986 if:
 - (a) The unit Owner becomes aware of any illegal activity by the occupant(s) at the unit,

or

- (b) intentional damage to the unit is caused by one of its occupant(s).

Transmission and Distribution Lines

This policy does not insure any above ground transmission and distribution lines, including wire, cables, poles, pylons, standards, towers, other supporting structures and any equipment of any type which is related to such installations.

This exclusion applies to all equipment other than that which is on or within 300 metres of an insured structure and which is the responsibility of the Insured.

This exclusion applies both to physical loss or damage to the equipment and all business interruption, consequential loss, and/or other contingent losses related to transmission and distribution lines, other than losses defined and insured under the Contingent Business Interruption automatic extension under the Business Interruption section.

Hidden Gradual Damage Extension

If the property insured is a residential unit, then this policy is extended to cover:

- (a) hidden gradual damage to the buildings and/or landlords contents that happens and that you discover during the period of insurance, and
- (b) any other part of the buildings that is not directly affected but must be removed, damaged or destroyed to locate the cause of the hidden gradual damage, provided that we have first given our permission.

The most we will pay during an annual period is:

- (i) \$5,000 for any one unit
- (ii) \$500,000 per building

Landlords Fixtures and Fittings Extension

If the property insured is a residential unit, and is leased by you to a tenant, then this policy is extended as follows:

This policy is extended to cover sudden accidental loss to landlords contents at the unit, during the period of insurance, while it is a rental property.

We will at our option pay:

- (a) The actual value of the loss, or
- (b) The cost to repair the item as nearly as possible to the same condition it was in immediately before the loss occurred.

The most we will pay during an annual period is:

- (iii) \$20,000 per unit
- (iv) \$500,000 per building

Landlord's Contents Definition

Any:

- (a) Fixture or fitting including drapes and light fittings, and
- (b) Household goods such as washing machines, dryers, refrigerators, freezers, dishwashers and heaters, and
- (c) Carpet or floor covering that is not glued to the floor, and
- (d) Domestic garden appliances (including their parts and accessories),

that are owned or hired to you (provided that you are legally liable under the hire agreement), and are provided to a tenant as chattels under a lease agreement.

It does not include any

- o Personal effects, or
- o Livestock, domestic pet or other creature, or
- o Carpet or floor covering that is glued to the floor, or
- o Watercraft or outboard moto and their parts or accessories that are in it or attached to it, or
- o Motor vehicle, motor cycle, motor scooter, trailer or caravan and their parts or accessories that are in it or attached to it, or
- o Aircraft or other aerial device and their parts or accessories that are in it or attached to it.

Loss of Rent Extension

If the property is a residential unit that is leased by you to a tenant, then this policy is extended as follows: We will pay the amount of rent you have lost during the time needed to repair or rebuild the residential unit, if the unit cannot be lived in, due to loss or contamination damage that is covered by this policy.

The most we will pay, for each individual unit, is \$30,000 for any event.

We will pay these costs

- for a maximum of 12 months for any event, or
- when the repair or remediation to that part of the unit or building that suffered loss or contamination damage has been completed, whichever comes first

This amount is in addition to the maximum payment stated in the Basis of Settlement.

Alternative Accommodation Extension

If the property insured is a residential unit that is owned and occupied by you, then this policy is extended as follows:

We will pay:

- (a) Your reasonable additional living expenses, and
- (b) Boarding costs for your domestic cat or dog, which you normally keep at the situation,

While you cannot live in the unit due to loss or contamination damage that is covered by this policy.

We will pay these costs:

- (a) for a maximum of 12 months for any event.
- (b) until the repair or remediation of that part of the unit or building that suffered the loss or contamination damage has been completed, whichever comes first

We will not pay for any expenses that can be claimed under any other insurance policy.

The most we will pay, for each individual unit, is \$30,000 for any event.

Where we have settled your claim for loss or contamination damage by payment of the estimated costs to repair or remediate, we will cover the amount of rent lost for the reasonable estimated period that it would take to repair or remediate that part of the unit that suffered the loss or contamination damage.

Any amount payable under this extension is in addition to the maximum amount payable under the Methamphetamine Extension as applicable.

If you have alternative accommodation cover with us under any other policy, the most we will pay for each individual unit, under all policies is \$30,000 for any event.

Stress Payment Extension

If the property insured is a residential unit, then this policy is extended as follows:

Whenever we settle a claim for a residential unit as a total loss, we will also pay the units individual proprietor as follows for the stress caused by the loss:

- (a) \$2,000 per individual unit totally lost, up to
- (b) \$50,000 in total for all units for any event, whichever is the lesser

Where the \$50,000 limit occurs, the payment per individual unit will be apportioned evenly.

These amounts are in addition to the maximum payment stated in the Basis of Settlement.

Fixed Carpets & Floor Coverings Extension (Owner Occupied Units)

This policy is extended to cover sudden accidental loss to fixed carpets and floor coverings which are tacked or smooth-edged to the floor in those owners occupied residential units, during the period of insurance when no other form of insurance cover is in place for these items.

We will at our option pay:

- (a) Where the loss results in the fixed carpet or floor covering being so physically damaged by an insured loss and by reason of that loss it cannot be repaired or the cost is uneconomic we will pay you the costs to replace the fixed carpet or floor covering to a condition substantially the same as its condition when new, or
- (b) The cost to repair the item as nearly as possible to the same condition it was immediately before the loss occurred, or
- (c) The present value where you do not intend to replace or repair the fixed carpet or floor covering within 12 months, unless we agree to extend that time.

We will only replace fixed floor covering and carpets in the room where the loss occurred.

This extension is payable as part of 'section 1 – Basis of Settlement under Insured building.

Site Sum Insured

The total sum insured for all property located at each *situation* which is insured under the material damage section of this Policy. In the event that the total sum insured for the property which applies in the event of *natural disaster damage* is different to that applying in the event of *damage* other than by *natural disaster*, the site sum insured shall be the total sum insured applying to *damage* other than by *natural disaster*.

The Indemnity

The Indemnity section of this section is deleted and replaced with the following;

We will indemnify you for damage to any of the insured property occurring during the period of insurance.

You will be indemnified by payment or, at our option, by repair or by replacement of the lost or damaged property.

Subject to the reinstatement of amount of insurance extension, *our liability will not exceed the total sum insured less the excess; and where sums insured have been declared to us or included on the schedule for more than one situation, item and/or category of insured property, our liability will not exceed in respect of each situation, and each item or category of insured property at a situation, the applicable sum insured less the excess.*

Claims Adjustment Excess

Each loss or series of losses arising out of one event will be adjusted separately net of salvage and other recoveries. A series of events arising from any one cause during any period of 72 consecutive hours will be treated as one event for the purpose of applying the excess.

From the amount otherwise payable under the policy, *we will deduct the excess amount or excess percentage shown in the schedule. The excess will in all cases apply to the adjusted loss within the coverage of the policy and within the applicable sum insured.*

Special provisions:

1. Compliance with regulations

The amount payable under this extension will include the cost incurred in *reinstatement* which is necessary to comply with any *regulations* that are in force on the day that the *damage* occurs. Provided that the amount payable will not include any such cost:

- (a) to the extent to which the work had already been required of *you* by notice served before the happening of the *damage*; or
- (b) in respect of *undamaged* property or *undamaged* portions of property other than foundations (unless foundations are expressly excluded from the insurance under this material damage section) whether or not the *undamaged* property or portion comprises a separate *building* or structure or a separate item of plant or equipment; or
- (c) to the extent to which the work is required, whether in whole or in part, because damaged (but not destroyed) property (or any portion of it):
 - i) is an earthquake-prone building as described in the Building Act 2004 (and any substitution of, or amendment to, replacement of or statutory regulation made under this Act); or
 - ii) does not comply with any *regulations* applicable at the time of *reinstatement* in connection with:
 - the seismic capacity of the property; or
 - the performance of the property in an earthquake.
- (d) Where the loss results in the fixed carpet or floor covering being so physically damaged by an insured loss and by reason of that loss it cannot be repaired or the cost is uneconomic we will pay you the costs to replace the fixed carpet or floor covering to a condition substantially the same as its condition when new, or

Whether or not the work is also required in order to comply with any other regulations.

Notwithstanding any other provision in this extension or the material damage section, *we* are not liable to pay any cost incurred in *reinstatement* which is necessary to comply with *regulations* other than in accordance with the terms of this special provision.

2. Limitations on amount payable

- (a) Where the loss results in the fixed carpet or floor covering being so physically damaged by an insured loss and by reason of that loss it cannot be repaired or the cost is uneconomic we will pay you the costs to replace the fixed carpet or floor covering to a condition substantially the same as its condition when new, or Where the work of *reinstatement* is carried out in terms of paragraphs (a) or (b) of the *equivalent building* definition, or on any location other than the original location at the same *site*, *our* liability in respect of the cost of *reinstatement* will not exceed the cost that would have been incurred had *reinstatement* been carried out in terms of the first paragraph of the *equivalent building* definition on the original location.
- (b) Where the *insured property* is *damaged* but not *destroyed*, *our* liability will not exceed the amount *we* could have been called upon to pay for *reinstatement* if the property had been *destroyed*.
- (c) *Our* liability under this extension in respect of any item or category of *insured property* at the *situation* will not exceed the lesser of the total sum insured at the *situation* or any other sum declared to us or included on the *schedule* in respect of that item or category of *insured property* at the *situation*. The sum insured adjustment for existing damage provided for in condition 7 will apply to all sums insured for Reinstatement. In the case of *natural disaster damage*, the applicable sums insured will be those declared to us or otherwise specified on the schedule in respect of *natural disaster*, to which the sum insured adjustment for existing damage provided for in condition 7 will also apply.

3. Circumstances where this extension does not apply

No payment, beyond the amount that would have been payable had this extension not been incorporated in this material damage section, will be made:

- (a) if *you* elect not to reinstate the property;
- (b) if the work of *reinstatement* is not commenced and carried out with reasonable despatch;
- (c) until the cost of *reinstatement* has been actually incurred; or
- (d) where a *building* or structure is *damaged*, but not *destroyed*, and the repair of the *damage* is not permissible by reason of any *regulations*, or by reason of the *undamaged* portion of the property.

Where, by reason of any of these circumstances, no payment is to be made beyond the amount that would have been payable if this extension had not been incorporated in this material damage section, *your* and *our* rights and liabilities in respect of the *damage* will be the same as if this extension had not been incorporated in this material damage section.

4. Valuation of the property

- (a) Prior to the commencement of each *period of insurance*, and in respect of that period, *you* must provide *us* with a certificate by a valuer approved by *us* specifying the estimated cost of *reinstatement* (as defined in this section) of any item or items of *insured property* to which this extension applies.
- (b) The certificate must also contain such other estimates or information as *we* may reasonably require.
- (c) The sum to be insured under this extension in respect of each item will not be less than the amount specified in the certificate in respect of that item, unless *we* have agreed in writing to a lesser sum to be insured

5. Average Condition

Where *we* have written to advise that *your* policy is subject to a condition of average, and where *you* have not provided a certificate in accordance with paragraph 5(a) above within one month of the commencement of the *period of insurance*, the following will apply. If, at the time of damage, the sum insured is less than 90% of the cost that would be incurred in *reinstatement* of the whole of the item of property to which the sum insured applies were *destroyed*, then *you* will be considered as an insurer for the difference between the sum insured and the sum representing the cost of *reinstatement* of the whole of that item of property, and must bear a rateable proportion of the loss accordingly.

6. Rates, tax and other charges

The amount payable under this extension will not include the amount of any rate, tax, duty, development charge, or any other charge or assessment arising out of capital appreciation, that may be payable in respect of the property by reason of compliance with any *regulations*.

7. Agreed Indemnity Value

Where a building designated to be insured for its Indemnity Value is destroyed, the amount payable by the Insurer under the policy is to the

- Indemnity Value and
- Pro rata Indemnity Value Inflation Provision

Of Such building as stated in the Valuation Certificate declared to the Insurer

8. Managing Agents

Cover is extended to include costs incurred by the Insured's property managing agent or independent party normally employed or contracted by the insured to manage the insureds property in preparing and facilitating the settlement of an insured loss under the policy up to a maximum of \$10,000

9. Sanctions Clause

This Policy does not insure any loss of provide any benefit hereunder to the extent that the provision of such cover or the payment of such claim would contravene any sanction, prohibition or restriction under any United Nations resolution or the trade or economic sanctions, laws or regulations of New Zealand,

Australia, United Kingdom, the United States of America or the European Union or any other sanction, prohibition or restriction with which the insurers are obligated to comply with.

EXCESSES

Standard Material Damage Excesses

Standard Excess	
- Owner Occupied	\$250
- Tenanted	\$500
- Common Property	\$1,000
Malicious Damage by Tenants	\$500 (Must be inspected and reported within 7 days of tenant leaving)
Burglary	\$1,000
Theft	\$1,000
Landslip/Subsidence	\$20,000

Natural Disaster Excesses

All locations	5% of the Material Damage site Sum Insured. Minimum \$5,000.
Earthquake Prone Buildings and Pre 1935 Buildings (unless over 80% NBS)	10% site excess. 10% of the Replacement Value or 10% of the Indemnity Value for Earthquake Prone buildings insured for Indemnity Value.
Excess offset against EQC claims payment - Residential and Mixed use building	Where the Natural Disaster Excess clause contained in that Material Damage and Business Interruption Policy Endorsement applies to any part of the buildings that are 'residential buildings' covered under the Earthquake Commission Act 1993, the excess applicable under that clause will be offset by the amount actually paid by the Earthquake Commission to you for the same natural disaster damage to that part of the buildings from the same event. In all cases, the minimum site sum insured excess of \$2,500 or any different amount shown in the schedule will apply.
Alternative Accommodation and/or Loss of Rent	The natural disaster damage excess will not apply to cover provided by the Alternative Accommodation and Loss of Rents benefit where your entitlement to those benefits arises from natural disaster damage.
Landlord's Fixtures and Fittings	The natural disaster damage excess will not apply to cover provided by the landlord's fixtures and fittings benefit where your entitlement to that benefit arises from natural disaster damage.

EQC Excess

Buildings, common areas, external structure - \$200 multiplied by the number of dwellings in the building, or 1% of the amount payable, whichever is the greater. Insurer Natural Disaster Excess will be less any amount paid by EQC for the same loss.	For internal damage to residential units, the excess applies to each unit damaged.
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Standard Business Interruption Policy Waiting Periods

BI02 Acts of Civil Authorities	24 hours
BI07 Fumes Gases and Toxic Chemicals	24 hours
BI13 Prevention of Access	24 hours
BI15 Suppliers and Customers	7 days
BI16 Supply of Basic Services	24 hours

INSURER RATINGS

Insurer	Cover (%)	Rating	Agency
IAG New Zealand Limited	60	AA-	S&P
Certain Underwriters at Lloyd's (Administered by OMPL)	15	A+	S&P
QBE Insurance (Australia) Limited	20	A +	S&P
Ando Insurance Group Limited as agent for The Hollard Insurance Company	5	A-	AMB

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

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

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

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

YPM Combined Liability

This schedule forms part of your Policy Wording. Please refer to that wording for the full terms, conditions and exclusions relating to this insurance.

The Insured

Body Corporate 335843

Client No

191-0BFDJ

Cover No

1520866-009-02

The Insurer

IAG New Zealand Limited

% of Cover

100

Insurer Policy No

Period of Cover

From 01/04/20 to 01/04/21 at 4:00pm; Local Standard Time

BODY CORPORATE LIABILITY (INCLUDES OFFICE BEARERS)

Policy Wording

NZI Body Corporate Policy Wording 1018

Limit of Indemnity

\$1,000,000

Territorial Limits

New Zealand Only

Jurisdictional Limits

New Zealand Only

Retroactive Date

per exp. date

Endorsements

As per expiring policy, excluding known claims or circumstances

Excess

Standard

\$1,000 (Costs inclusive)

GENERAL LIABILITY (INCLUDES LANDLORDS LIABILITY)

Policy Wording

NZI Broadform Liability Policy Wording

Public Liability

\$10,000,000

Products Liability

\$10,000,000

Territorial Limits

New Zealand & Australia

Jurisdictional Limits

New Zealand & Australia

Standard Extensions

Exemplary Damages (NZ only)

\$1,000,000

Care, Custody & Control

\$500,000

Endorsements

Different excess levels may apply to various sub-sections of the policy or attached endorsements - please refer to the policy document

1. Business advice or service exclusion
2. Building defects exclusion

Automatic Policy Extensions Exclusion

It is agreed that the following Automatic policy extensions are deleted from the policy

- 3.2 Business Advice or Service
- 3.5 Drones
- 3.6 Goods Lifted or Carried by Cranes
- 3.8 Innkeeper's Liability
- 3.11 Product Withdrawal Costs
- 3.13 Service/Repair – Machinery
- 3.14 Service/Repair – Vehicle and Watercraft
- 3.15 Tenant's Liability
- 3.16 Underground Services
- 3.17 Vehicle/Mobile Mechanical Plant Liability
- 3.18 Vibration and Removal of Support

Insured Definition

It is agreed that the definition of you is amended by the addition of:

(h) any members of the body corporate but only in respect of their ownership of a unit in the Body Corporate.

Condition Precedent

It is a condition precedent to indemnity under this policy that the body corporate must insure and keep insured all buildings and other improvements, and in addition such insurance must:

- (a) cover all unit owner as insureds under that policy; and
- (b) cover all unit holders' improvements, including all the improvements within the boundary of each unit.

Methamphetamine Exclusion

It is agreed that there is no cover for liability in connection with methamphetamine.

This exclusion only applies to those persons or entities covered under the definition of you (h).

Separate Policy Condition

It is agreed that where a Body Corporate and is declared to and accepted in writing by Lumley as an Insured under the YPM Body Corporate scheme then:

- (a) this Policy shall apply to each Body Corporate as if a separate Policy had been issued to each Body Corporate.
- (b) Nothing contained in this condition increases the Limit of Indemnity in respect of any Occurrence or period of insurance.

In all other respects, this policy remains unaltered.

Excess

Standard

\$500 (Costs inclusive)

STATUTORY LIABILITY

Policy Wording	NZI Statutory Liability Policy Wording
Limit of Indemnity	\$1,000,000
Territorial Limits	New Zealand Only
Jurisdictional Limits	New Zealand Only
Retroactive Date	Inception

Endorsements

Inception of policy, excluding known claims or circumstances

Excess

Standard

\$500 each and every claim
(Costs inclusive)

LEGAL PROSECUTION DEFENCE

Policy Wording

NZI Legal Prosecution Defence Policy Wording LE1215

Limit of Indemnity

\$50,000

Retroactive Date

Inception

Endorsements

Inception of policy, excluding known claims or circumstances

Excess

Standard

\$1,000 each and every
claim

INSURER RATINGS

Insurer

IAG New Zealand Limited

Cover (%)

100

Rating

AA-

Agency

S&P

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

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

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

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

REFERRAL REMUNERATION

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

FAIR INSURANCE CODE 2016

If you have a personal insurance policy or are a small to medium (SME) business and your insurance policy is underwritten by a member of the Insurance Council of New Zealand (ICNZ), a new version of the Fair Insurance Code will apply from 1st January 2016.

A list of [ICNZ members](#) and a copy of the [Fair Insurance Code 2016](#) can be found at www.icnz.org.nz.

DUTY OF DISCLOSURE

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

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

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