



# Offshore Market Placements

**PUBLIC LIABILITY**  
**POLICY WORDING**



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## INTRODUCTION

In consideration of the payment of the premium, and in reliance upon the contents of the quotation, declaration and proposal which is considered to be incorporated in this policy and subject to the terms, conditions, exclusions, warranties and Limits of Liability stated in the Schedule, the Insurer as stated in the Schedule (hereinafter called the Company) agrees to indemnify the Insured as set out below.

## THE INDEMNITY

The Company agrees to indemnify the Insured for all amounts which the Insured shall become legally liable to pay by way of compensation by reason of Personal Injury or Property Damage caused by an Occurrence in connection with the Insured's business. With respect to the indemnity afforded by this Insuring Agreement the Company will:

1. defend in its name and behalf any suit against the Insured alleging such Personal Injury or Property Damage and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; and the Company may make such investigation, negotiation, and settlement of any claim or suit as it deems expedient; but the Company shall not be obligated to pay any claim or judgement or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgements or settlements;
2. pay all expenses incurred by the Company, all costs taxed against the Insured in any such suit and all interest accruing after entry of judgement until the Company has paid, tendered or deposited in court such part of such judgement as does not exceed the limit of the Company's liability thereon;
3. reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred with the consent of the Company;
4. pay expenses incurred by the Insured for first aid to others at the time of an occurrence of Personal Injury;

the amounts thus incurred, except payments in settlement of claims and suits, are payable by the Company in addition to the applicable Limit of Liability of this Insuring Agreement.

## THE SCHEDULE

### Named Insured

(As detailed in the Policy Schedule)

### Period of Insurance

(As detailed in the Policy Schedule and any subsequent period for which the Insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept a premium.)

### Premium

As agreed

### Retroactive Date

(As detailed in the Policy Schedule)

### Continuity Date

(As detailed in the Policy schedule)

### The Insurer

'The Insurer' means administered by Offshore Market Placements Limited on behalf of Certain Underwriters at Lloyd's.

### Insuring Agreement

#### General Liability

\$2,000,000 any one Occurrence unless a higher limit is detailed in the Policy Schedule

Deductible (Excess): \$250 unless a different deductible (excess) is detailed in the Policy Schedule

#### Products Liability

\$2,000,000 any one Occurrence and in the aggregate unless a higher limit is detailed in the Policy Schedule

Deductible (Excess): \$250 unless a different deductible (excess) is detailed in the Policy Schedule



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## Extensions

- 1. Business Advice or Service**  
Limit \$250,000 any one Occurrence and in the aggregate  
Deductible (Excess) \$1,000 unless a higher deductible (excess) is detailed in the Policy Schedule
- 2. Property in Care, Custody or Control**  
Limit \$250,000 any one Occurrence and in the aggregate  
Deductible (Excess) \$1,000 unless a higher deductible (excess) is detailed in the Policy Schedule
- 3. Defective Design Liability**  
Limit \$250,000 any one Occurrence and in the aggregate  
Deductible (Excess) \$2,500 unless a higher deductible (excess) is detailed in the Policy Schedule
- 4. Forest and Rural Fires Act**  
Limit \$250,000 any one Occurrence and in the aggregate  
Deductible (Excess) \$250 unless a different deductible (excess) is detailed in the Policy Schedule
- 5. Landlords Liability**  
Limit \$2,000,000 any one Occurrence unless a higher limit is detailed in the Policy Schedule  
Deductible (Excess) \$250 unless a different deductible (excess) is detailed in the Policy Schedule
- 6. Mechanical Plant Liability/Vehicles**  
Limit \$2,000,000 any one Occurrence unless a higher limit is detailed in the Policy Schedule  
Deductible (Excess) \$250 unless a higher deductible (excess) is detailed in the Policy Schedule
- 7. Product Withdrawal Costs**  
Limit \$100,000 any one Occurrence and in the aggregate  
Deductible (Excess) \$2,500 unless a higher deductible (excess) is detailed in the Policy Schedule
- 8. Punitive and Exemplary Damages (Bodily Injury)**  
Limit \$1,000,000 any one Occurrence and in the aggregate  
Deductible (Excess) \$1,000 unless a different deductible (excess) is detailed in the Policy Schedule
- 9. Tenants Liability**  
Limit \$2,000,000 any one Occurrence unless a higher limit is detailed in the Policy Schedule  
Deductible (Excess) \$250 unless a different deductible (excess) is detailed in the Policy Schedule
- 10. Underground Services**  
Limit \$250,000 any one Occurrence and in the aggregate unless a higher limit is detailed in the Policy Schedule  
Deductible (Excess) \$2,500 unless a higher deductible (excess) is detailed in the Policy Schedule
- 11. Vehicle/Watercraft Service and Repair**  
Section A Limit \$250,000 any one Occurrence  
Section B Limit \$1,000,000 any one Occurrence and in the aggregate  
Deductible (Excess) \$1,000 unless a higher deductible (excess) is detailed in the Policy Schedule
- 12. Vibration and Removal of Support**  
Limit \$250,000 any one Occurrence and in the aggregate  
Deductible (Excess) \$2,500 unless a higher deductible (excess) is detailed in the Policy Schedule
- 13. Innkeepers Act**  
Limit \$250,000 any one Occurrence and in the aggregate  
Deductible (Excess) \$500 unless a higher deductible(excess) is detailed in the Policy Schedule



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## EXTENSIONS

Any Sub-Limits that apply to the following policy Extensions are included in, and are not in addition to, the Limit of Liability stated in the Schedule.

**1. Business Advice or Service**

The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay for Personal Injury and/or Property Damage arising out of any errors or omissions in:

- a) advice or service given by the Insured, provided that such advice or service is incidental to the Insured's Products and is not given for a fee; or
- b) emergency medical advice or emergency medical treatment provided by the Insured.

The maximum payable under this Extension is the limit shown in the Schedule any one Occurrence and in the aggregate. An excess of \$1,000 applies to each and every claim.

**2. Property in Care, Custody or Control**

The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay for Property Damage to tangible property (excluding livestock) not owned by the Insured, but in the physical or legal control of the Insured.

The maximum payable under this Extension is the limit shown in the Schedule any one Occurrence and in the aggregate. An excess of \$1,000 applies to each and every claim.

**3. Defective Design Liability**

The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay for Personal Injury and/or Property Damage arising in connection with any defective formula, defective pattern, defective design, defective plan, or defective specification of the Insured's Products.

The maximum payable under this Extension is the limit shown in the Schedule any one Occurrence and in the aggregate. An excess of \$2,500 applies to each and every claim.

**4. Forest and Rural Fires Act**

The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay for:

- a) Costs (but excluding levies for expenditure under Sections 44 and 45), fines and penalties incurred and apportioned by any Fire Authority under the Forest and Rural Fires Act 1977 or any amendments or replacing Act; and
- b) Costs claimed by any other party in order to protect their property from fire.

This Extension shall apply also whether the Property Damage has occurred or not and to the legal liability of the Insured for loss of or damage to property caused by or caused to the machinery, plant, trailers or mechanically propelled Vehicles used by the Fire Fighting Authority insofar as the liability covered by this Extension is not otherwise Insured.

The maximum payable under this Extension is the limit shown in the Schedule any one Occurrence. An excess of \$250 applies to each and every claim.

**5. Landlords Liability**

The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay for Personal Injury and/or Property Damage in connection with the legal ownership, but not physical occupation, of any premises owned by the Insured.

The maximum payable under this Extension is the limit shown in the Schedule any one Occurrence. An excess of \$250 applies to each and every claim.



**6. Mechanical Plant Liability/Vehicle**

The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay for Personal Injury and/or Property Damage in connection with any tool of trade or item of mechanically propelled plant or item of machinery that is being operated as such, independent of any Vehicle whether or not it is attached to a Vehicle, and not operated solely as a Vehicle.

The maximum payable under this Extension is the limit shown in the Schedule any one Occurrence. An excess of \$250 applies to each and every claim.

**7. Product Withdrawal Costs**

The Company will indemnify the Insured for 80% of the reasonable costs incurred where it is necessary for the Insured to withdraw or recall the Insured's Products situated in New Zealand provided that:

- a) the Insured's Products that cause the withdrawal or recall have already given rise to a claim covered by "The Indemnity" part of this policy; and
- b) the costs are incurred within 12 months of the Insured first notifying the Company of the claim detailed in (a) above.

The maximum payable under this Extension is the limit shown in the Schedule any one Occurrence and in the aggregate. An excess of \$2,500 applies to each and every claim.

**8. Punitive and Exemplary Damages (Bodily Injury)**

The Company will indemnify the Insured for punitive and/or exemplary damages by, or on behalf of, a person who has suffered a Personal Injury resulting from an event in connection with the business of the Insured, or the Insured's ownership, occupancy or tenancy of a building, structure or land, provided that:

- a) the claim must be made against the Insured during the policy period and reported to the Company during the same policy period;
- b) any punitive or exemplary damages awarded by any court outside of New Zealand is excluded.

For the purposes of this Extension 1, Personal Injury means bodily injury, sickness, disability or disease. It also includes death resulting from bodily injury, sickness, disability or disease. It further includes mental disability, mental shock, mental anguish and mental injury.

The Company will not indemnify the Insured for claims arising from Personal Injury or an event that caused Personal Injury where such Personal Injury or event occurred prior to the Retroactive Liability Date specified in the Schedule.

The maximum payable under this Extension inclusive of all costs is the limit shown in the Schedule any one Occurrence and in the aggregate. An excess of \$1,000 inclusive of costs applies to each and every claim.

**9. Tenants Liability**

The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay for Property Damage to premises (including Landlord's fixtures and fittings) leased or rented, but not owned, by the Insured.

The maximum payable under this Extension is the limit shown in the Schedule any one Occurrence. An excess of \$250 applies to each and every claim other than for Property Damage caused by Fire or Explosion.

**10. Underground Services**

The Company will indemnify the Insured for liability arising directly or indirectly out of Property Damage to property or services normally located underground provided that prior to the commencement of any work the Insured has:

- a) enquired with the relevant authorities about the exact location of such property or services; and
- b) written authority to carry out work in the vicinity of such property or services; and
- c) either:
  - i) a person to authorise the work carried out by the Insured in the vicinity of such property or service; or
  - ii) plans that show the Insured where such property or service is located.

The Company will not indemnify the Insured for liability arising directly or indirectly out of or caused by or in connection with excavation work exceeding 10 metres in depth.

The maximum payable under this Extension is the limit shown in the Schedule any one Occurrence and in the aggregate. An excess of \$2,500 applies to each and every claim.



**11. Vehicle/Watercraft Service and Repair**

The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay in respect of the repair, renovation, maintenance, installation or servicing of any:

- a) motor Vehicle; or
- b) Watercraft not exceeding 8 metres in length; or
- c) internal combustion engine; or
- d) accessories or fittings of any of a), b) or c) above

where such items are or have been in the care, custody or control of, but are not owned, hired, leased, rented or borrowed by, the Insured.

Provided that this Extension of cover does not apply to:

- a) Personal Injury or Property Damage resulting from towing the Vehicle except where it is being towed for the reason that it is either mechanically disabled or is designed to be towed in the course of its normal use;
- b) 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;
- c) liability arising out of any Occurrence resulting from a Vehicle or Watercraft engaged in or being tested in preparation for racing, pace making, reliability trial, speed or hill climbing test or being driven on any racetrack or speedway;
- d) liability arising out of any Occurrence resulting from a Vehicle or Watercraft being driven by a person with the Insured's consent, who is under the influence of intoxicating liquor or drug to the extent that an offence is committed under New Zealand law;
- e) liability arising out of any Occurrence resulting from a Vehicle being driven by a person with the Insured's consent, who does not have the appropriate licence to drive the vehicle.

The maximum payable under this Extension:

- a) is the Section A limit shown in the Schedule for the item under repair, renovation, maintenance, installation or servicing any one Occurrence; and
- b) is the Section B limit shown in the Schedule in total any one Occurrence and in the aggregate.

An excess of \$1,000 applies to each and every claim.

**12. Vibration and Removal of Support**

The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay for Personal Injury and/or Property Damage arising out of any vibration, underpinning, weakening or removal of support.

The maximum payable under this Extension is the limit shown in the Schedule any one Occurrence and in the aggregate. An excess of \$2,500 applies to each and every claim.

**13. Innkeepers Act**

The Company will indemnify the Insured for all sums which the Insured shall be legally liable to pay as an innkeeper as regulated by the Innkeepers Act 1962 (or any replacement Act) and any subsequent amendments. Provided that property specifically entrusted to any of the persons insured as an innkeeper must be kept in a locked safe or strongroom.

The maximum payable under this Extension is the limit shown in the Schedule and one Occurrence and in the aggregate. An excess of \$500 applies to each and every claim.



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## EXCLUSIONS

**1. Aircraft and Watercraft**

The Company will not indemnify the Insured for liability arising out of the ownership, possession, repair, control, maintenance, operation or use by the Insured of:

- a) any aircraft or hovercraft; or
- b) any Watercraft exceeding 8 metres in length.

**2. Aircraft Products**

The Company will not indemnify the Insured for liability arising out of any of the Insured's Products which with the Insured's knowledge are intended for incorporation into the structure, machinery or controls of any Aircraft or aerial devices.

**3. Contractual Liability**

As regards the Products Hazard, the Company will not indemnify the Insured for liability assumed by the Insured under any contract or agreement except to the extent that such liability would have been implied by law. But this exclusion shall not apply to those written contracts designated in the Schedule nor to liability assumed by the Insured under a warranty of fitness or quality as regards the Insured's Products.

**4. Libel and Slander**

The Company will not indemnify the Insured for liability arising out of the publication or utterance of a libel or slander:

- a) made prior to the effective date of this insurance; or
- b) made at the direction of the Insured with knowledge of the falsity thereof; or
- c) related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Insured.

**5. Loss of use**

The Company will not indemnify the Insured for loss of use of tangible property which has not been physically injured or destroyed resulting from:

- a) a delay in or lack of performance by or on behalf of the Insured of any contract or agreement; or
- b) the failure of the Insured's Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured, but this exclusion does not apply to 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 an Insured.

**6. Wilful Conduct**

The Company will not indemnify the Insured for liability arising directly or indirectly from wilful or malicious conduct of the Insured.

**7. Dishonesty**

The Company will not indemnify the Insured for liability arising directly or indirectly from the dishonesty or fraud of the Insured.

**8. Fines & Penalties**

Subject to Extension 8, the Company will not indemnify the Insured for liability for fines and penalties imposed on the Insured.

**9. Personal Injury to Employees**

The Company will not indemnify the Insured for:

- a) Personal Injury to any employee of the Insured arising out of or in the course of his employment in the Insured's business. But this exclusion does not apply with respect to liability of others assumed by the Insured under written contract.
- b) Any obligation for which the Insured may be held liable under the Accident and Rehabilitation Compensation Insurance Act 1992 and Industrial Relations Act 1973, Workers' Compensation Law or any other employer-employee legislation.





**10. Pollution**

The Company will not indemnify the Insured for Personal Injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of such contamination or pollution shall also form part of this exclusion and shall not be recoverable under this policy.

**11. Product Defect**

Subject to Extension 7, the Company will not indemnify the Insured for Property Damage to the Insured's Products if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof.

**12. Professional Liability**

Subject to Extension 1, the Company will not indemnify the Insured for liability arising out of a breach of Professional Duty on the part of the Insured, its servants or agents.

**13. Property Damage**

Subject to Extensions 2, 4, 5, 9 and 11, the Company will not indemnify the Insured for Property Damage to:

- a) any property owned by or leased or rented to the Insured; or
- b) property in the physical or legal control of the Insured.

**14. Radioactivity and War**

**Radioactive Contamination and Explosive Nuclear Assemblies [NMA 1622 4/4/68 (amended)]**

This Policy does not cover loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to 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 explosive nuclear assembly or nuclear component thereof.

**War and Civil War Exclusion [NMA464]**

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**15. Vehicles**

The Company will not indemnify the Insured for liability caused by the ownership, possession, or use by the Insured of any Vehicle which is or should have been registered or is otherwise insured in respect of the same liability.

However if the Insured is not entitled to indemnity under any other policy this exclusion will not apply to claims arising from:

- a) the loading or unloading of a Vehicle or the bringing to or taking away of a load from a Vehicle; or
- b) the use of the Vehicle as a tool of trade and not use as a motor vehicle.

**16. Withdrawal or Repair of Products**

Subject to Extension 7, the Company will not indemnify the Insured for damages 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.



**17. Asbestos**

It is hereby understood and agreed that this Policy shall not indemnify the Insured for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

It is hereby understood and agreed that this Policy shall not indemnify the Insured for any claim arising in connection with the recall of any Products due to an asbestos health hazard.

**18. Terrorism [NMA2951]**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of Terrorism means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If the Underwriters allege that by reason of this exclusion, and loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**19. Transmissible Spongiform Encephalopathy (TSE)**

The Company will not indemnify the Insured for Personal Injury or Property Damage, or any other loss, cost or expense, including, but not limited to inspection costs, surveillance costs, slaughter costs and 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 any form of Transmissible Spongiform Encephalopathy (TSE), including, but not limited to Bovine Spongiform Encephalopathy (BSE), Chronic Wasting Disease (CWD), Creutzfeldt-Jakob Disease, New Variant Creutzfeldt-Jakob Disease (nv-CJD), Scrapie or Transmissible Mink Encephalopathy, regardless of any other cause, event, material or product that contributed concurrently or in any sequence to Personal Injury or Property Damage, loss, cost or expense.

TSE includes but is not limited to any loss, cost or expense which is related to or contributed to, caused or accelerated by or results from any form of TSE, or any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection therewith.

**20. Mould / Building Defects**

The Company will not indemnify the Insured for liability for any Personal Injury or Property Damage or any other loss, cost or expense, arising from or associated with

- a) The failure of any material, product, building component, building or structure, to meet or conform to the requirements of the New Zealand Building Code contained in the first schedule to the Building Regulations 1992 (or any amendment or substitution thereof) in relation to any concentration of moisture, water or other liquid within such material, product, building component, building or structure; or
- b) the action or effects of fungus, mould, mildew or yeast, micro-organisms, bacteria, protozoa including any resultant rot or decay, spores, toxins, substance, vapour, gas, or other emission caused by these organisms.

It is further agreed that expenses for the prevention clean-up, remediation, containment, removal or abatement, testing for, monitoring, treating, detoxifying, neutralising, disposal of, or in anyway responding to or assessing the effects of such fungus, mould, mildew or yeast, micro-organisms, bacteria, protozoa shall also form part of this exclusion and shall not be recoverable under this policy.

**21. Silica**

It is hereby understood and agreed that this Policy shall not indemnify the Insured for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Silica or materials or products containing Silica whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.



**22. Carrier's Liability**

The Company will not indemnify the Insured for liability arising directly or indirectly out of or caused by or in connection with the carriage of goods (including, but not limited to, documents) undertaken by the Insured.

**23. Computer Virus and Loss of Data**

The Company will not indemnify the Insured for liability for Personal Injury or Property Damage directly or indirectly arising from or relating to a Computer Virus and the cost of restoring lost data or the resultant loss of use of any data arising directly or indirectly from any computer software or hardware installed, supplied, manufactured, altered, repaired or serviced by Insured.

“Computer Virus” means any program or code created and/ or distributed with the intention to cause loss or damage to any Computer System and/or prevents or impairs any Computer System from performing and/or functioning accurately and properly.

“Computer System” means any computer, data processing equipment, media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real-time clock system, or similar device or any computer software, firmware or microcode, accessible through the internet.

**24. Malpractice**

The Company will not indemnify the Insured for liability from an Occurrence and arising out of malpractice, error or mistake committed in rendering or failing to render medical, dental, surgical, nursing or veterinarian service or treatment, or in the preparation, compounding, sale, furnishing or use of any drugs, medicines or other articles in connection with such service or treatment.

**25. Weakening of Support**

Subject to Extension 12, the Company will not indemnify the Insured for liability directly or indirectly caused by vibration or by the withdrawal or weakening of support of any structure or land.

**26. Airport / Hanger Operations**

The Company will not indemnify the Insured for liability arising out of the ownership, maintenance, operation or use by the Insured of:

- a) Any airport, aerodrome, airstrip, heliport or any other area where aircraft take off or land; or
- b) Any aircraft, hangar or any other area used for storing, sheltering, servicing, maintaining or parking aircraft.

**27. Tree Felling and Topping**

The Company will not indemnify the Insured for liability arising out of any tree felling and/or topping of trees that are more than six metres in height.

**28. Underground Services**

Subject to Extension 10, the Company will not indemnify the Insured for liability arising directly or indirectly out of Property Damage to property or services normally located underground.



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## CONDITONS

1. The limit of the Company's liability in respect of any one Occurrence shall not exceed the Limit of Liability stated in the Schedule. 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 total aggregate liability of the Company during any one policy period for all claims arising out of the Products Hazard shall not exceed the Limit of Liability stated in the Schedule, however the Insured shall bear the amount of each Excess stated in the Schedule / Placing Slip to its own account.

2. The insurance afforded by this policy shall apply with respect to the premises and operations of the Insured anywhere in the World except with respect to the countries named below:  
United States of America, Cuba, Canada, Iraq, and North Korea.
3. This insurance does not apply to claims brought or litigated against the Insured in any country outside the Dominion of New Zealand.
4. Notice in writing shall be given as soon as possible to the Company of:
  - a) every Occurrence, claim, writ, summon, proceedings, impending prosecution, inquest, and all information in relation thereto in respect of which there may arise liability under this Insuring Agreement;
  - b) every change materially varying any of the facts or circumstances existing at the commencement of this insurance that shall come to the knowledge of an officer of the Insured.
5. The Insured shall not admit liability; incur any costs (other than first aid costs); or settle or compromise a claim against the Insured without the Company's prior written consent.
6. The Company is entitled to take over from the Insured the defence of a claim and to settle it (and any counterclaim). If the Insured objects to a settlement recommended by the Company, and wishes to continue to defend an action against the Insured, the Company is entitled to relinquish conduct of the Insured's defence and will not be liable to pay the Insured more than the amount for which the Company would have been liable if the Insured had agreed to the settlement.
7. All right of subrogation is waived under this policy against any corporation or corporations, the majority of whose capital stock is owned or controlled by the Insured, or against any corporation, firm or individual who owns or controls the majority of the capital stock of this Insured, or any corporation, firm or individual, to which or to whom protection is afforded under this policy except if such corporation, firm or individual is protected from such loss by any other policy of indemnity or insurance, the right of subrogation is not waived to the extent and up to the amount of such other policy.
8. In the event of an Occurrence, the Insured shall promptly take at his expense all reasonable steps to prevent other Personal Injury or Property Damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
9. If at the time of any Occurrence there is, or but for the existence of this policy would be, any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such Occurrence, the insurance under this policy shall be excess insurance over and above the amount of liability covered under such other policy of indemnity or insurance and the limits of liability under this policy shall be reduced by an amount equal to the limits of liability afforded under such other policy.
10. The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe. The Company may examine and audit the Insured's books and records at any time during the policy period and Extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.



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11. This policy may be cancelled by the Insured or by the Company only by sending by registered mail, written notice thereof by either party to the other when not less than (30) thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed.

Pro rata premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. The inclusion of more than one person or organisation as Insured under this policy shall not in any way affect the rights of any such person or organisation either as respects any claim, demand, suit or judgement made or in favour of any employee of such other Insured or otherwise it being the intent of this policy to protect such person or organisation covered as Insured in the same manner as though a separate policy had been issued to each person or organisation; but nothing herein contained shall operate to increase the Company's limit of liability.
13. By acceptance of this policy the Insured agrees that this policy is issued in reliance upon the truth of his agreement and representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.
14. The Insured shall comply with all statutory requirements concerning the inspection of passenger lifts and steam pressure apparatus.
15. Headings used in this policy are for reference only. They do not form part of the policy and are not to be used as an aid to interpretation.
16. It is hereby agreed that:
- a) The insurance shall be governed by the law of New Zealand whose courts shall have jurisdiction in any dispute arising hereunder; and
  - b) Any summons, notices or process to be served upon the Underwriters for the purpose of instituting any legal proceedings against them in connection with this Insurance may be served upon

Scott Galloway  
Lloyd's General Representative in New Zealand  
Hazelton Law  
Level 3, Molesworth House  
101 Molesworth St  
PO Box 5639  
Wellington, New Zealand

who has the authority to accept service on their behalf.



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## DEFINITIONS

### Insured

Each of the following is an Insured under this policy to the extent set forth below:

- a) The Named Insured;
- b) All subsidiary companies (now or hereafter constituted) of the Named Insured whose places of incorporation are within New Zealand including its Mandated Territories and Protectorates;
- c) Any Director, Executive Officer, Employee, Partner or Shareholder of the Named Insured or of a Company designated in paragraph (b) above but only whilst acting within the scope of their duties in such capacity;
- d) Any principal in respect of the liability of such principal arising out of the performance by the Named Insured or by a Company designated in paragraph (b) above of any contract or agreement for the performance of work for such principal, to the extent required by such contract or agreement;
- e) Any office bearer or member of social and/or sporting clubs formed with the consent of the Insured (other than an Insured designated in Definition 1(d) in respect of claims arising from duties connected with activities of any such club.

### Insured's Products

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

### Occurrence

An event, including continuous or repeated exposure to substantially the same general conditions, which result in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Insured.

### Personal Injury

- a) Bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury;
- b) False arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution and humiliation;
- c) Libel, slander, defamation of character or invasion of right 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,

which occurs during the policy period.

### Products 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 or leased or rented to the Insured and after physical possession of such products has been relinquished to others.

### Professional Duty

The duty owed by the Insured toward any party in respect of any advice or information provided by or any action undertaken by the Insured, its servants or agents, which would be commonly provided by but not limited to members of the following professions, but shall not encompass Products Hazard:

Accountants, Architects, Auditors, Barristers, Estate Agents, Engineers, Insurance Brokers, Insurance Agents or Solicitors.

### Property Damage

- a) Physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom; or
- b) 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 which occurs during the policy period.

### Vehicle

Any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power.

### Watercraft

Any type of craft, vessel or thing made or intended to float on or in or travel through water.

## END OF DOCUMENT

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