

# THE SCHEDULE

ATTACHING TO AND FORMING PART OF POLICY NO BROADFORM POLICY WORDING LUM1015-3 03/18  
POLICY SCHEDULE

<b>THE INSURED</b>	<b>Society Of Creative Anachronism NZ Inc</b>	
<b>PERIOD OF INSURANCE</b>	From 4:00 pm Local Standard Time on 30/06/2021 To 4:00 pm Local Standard Time on 30/06/2022 Or any other period for which the Company accepts or agrees to accept a premium.	
<b>THE BUSINESS</b>	Not-For-Profit Community Groups including Community based fundraising Events for their members and local community.	
<b>LIMITS OF LIABILITY</b>	Any one occurrence	\$2,000,000
	Any one Policy Period for Products Hazard	\$2,000,000
<b>DEDUCTIBLE EXCESSES</b>	All claims unless specified elsewhere	\$500
<b>TERRITORIAL LIMITS</b>	New Zealand	
<b>JURISDICTION</b>	New Zealand	
<b>AUTOMATIC EXTENSIONS</b>	<u>Advertising Liability</u>	
	Limit	\$1,000,000
	Excess	\$1,000
	<u>Care Custody or Control</u>	
	Limit	\$500,000
	Excess	\$1,000
	<u>Drones</u>	
	Limit	\$500,000
	Excess	\$1,000
	<u>Goods Lifted or Carried by Crane</u>	
	Limit	\$250,000
	Excess	\$2,500
	<u>Product Withdrawal Costs</u>	
	Limit	\$100,000
	Excess	\$2,500

**AUTOMATIC EXTENSIONS,**

Continued

Punitive or Exemplary Damages

Limit \$1,000,000

Excess Policy Excess

Service / Repair Machinery

Limit \$250,000

Excess \$2,500

Service / Repair Vehicle and Watercraft

Limit \$500,000

Excess \$1,000

Underground Services

Limit Policy Limit

Excess \$2,500

Vibration and Removal of Support

Limit \$500,000

Excess \$5,000

**OPTIONAL EXTENSION**Property Being Worked On

Limit \$100,000

Excess \$1,000

**ENDORSEMENTS**

## Elected Volunteers &amp; Elected Members Endorsement

It is hereby noted and agreed that definition 1.5(d) (Insured) is extended to include individual Elected Club Members or Elected Volunteers working for, on behalf of, and under the supervision and control of the Insured named in the Schedule.

In all other respects this Policy remains unaltered other than as stated above.

Refer to the policy for full detail of endorsements, clauses and exclusions.

**CONDITIONS /  
WARRANTIES**

Any event that is likely to attract over 500 spectators and/or has an estimated turnover greater than \$5,000 or includes any Fireworks, Santa parades, Animals, Motor Festivals, Car Rally Events or Art Exhibitions must be referred and no automatic cover given.

**NOTE**

The Definition of Insured is extended to include any Group or collection and/or gathering of people who congregate for a similar purpose in pursuit of a common aim or objective where they are not defined as a legal entity.

Please Note: this schedule and the policy document forms a legal contract and must be read together. If you need a copy of the policy please contact us (Marsh) on (03) 977 4383.

Signed by Marsh Ltd for and on behalf of IAG New Zealand Ltd. (Lumley is a business division of IAG New Zealand Ltd) on 7 July 2021 at Christchurch, New Zealand.

**SIGNATURE**A handwritten signature in blue ink, appearing to read 'N Frayle', is positioned above the name Nicola Frayle.

Nicola Frayle

# THE SCHEDULE

ATTACHING TO AND FORMING PART OF POLICY NO LUMLEY STATUTORY LIABILITY POLICY WORDING  
LUM1017-2 03/18

## POLICY SCHEDULE

<b>THE INSURED</b>	<b>Society Of Creative Anachronism NZ Inc</b>	
<b>PERIOD OF INSURANCE</b>	From 4:00 pm Local Standard Time on 30/06/2021 To 4:00 pm Local Standard Time on 30/06/2022 Or any other period for which the Company accepts or agrees to accept a premium.	
<b>THE BUSINESS</b>	Not-For-Profit Community Groups including Community based fundraising Events for their members and local community.	
<b>LIMITS OF LIABILITY</b>	Any one event and one Policy Period. Defence Costs are in addition to the sum insured for damages/compensation for injury.	\$500,000
<b>DEDUCTIBLE / EXCESSES</b>	each and every claim including costs (refer to the policy document for various excesses applicable to subsections of the policy or endorsements)	\$500
	Health & Safety Act	\$1,000
<b>RETROACTIVE DATE</b>	30/6/2003	
<b>TERRITORIAL LIMITS</b>	New Zealand	
<b>JURISDICTION</b>	New Zealand	
<b>ENDORSEMENTS</b>	<p>The following endorsement will apply to your Statutory Liability policy:</p> <p>The definition of Act of Parliament will now cover any re-enactments or replacing legislation</p> <p>The Land Transports Act is added to Exclusion 4.6 as an Excluded Act</p> <p>Elected Volunteers &amp; Elected Members Endorsement</p> <p>It is hereby noted and agreed that definition 1.6 (Insured) is extended to include individual Elected Club Members or Elected Volunteers working for, on behalf of, and under the supervision and control of the Insured named in the Schedule.</p> <p>In all other respects this Policy remains unaltered other than as stated above</p>	
<b>CONDITIONS / WARRANTIES</b>	<p>Any event that is likely to attract over 500 spectators and/or has an estimated turnover greater than \$5,000 or includes any Fireworks, Santa parades, Animals, Motor Festivals, Car Rally Events or Art Exhibitions must be referred and no automatic cover given.</p> <p>Refer to the policy for full detail of endorsements, clauses and exclusions.</p>	

**NOTE**

The Definition of Insured is extended to include any Group or collection and/or gathering of people who congregate for a similar purpose in pursuit of a common aim or objective where they are not defined as a legal entity.

Please Note: this schedule and the policy document forms a legal contract and must be read together. If you need a copy of the policy please contact us (Marsh) on (03) 977 4383.

Signed by Marsh Ltd for and on behalf of IAG New Zealand Ltd. (Lumley is a business division of IAG New Zealand Ltd) on 7 July 2021 at Christchurch, New Zealand.

**SIGNATURE**A handwritten signature in blue ink, appearing to read 'N Frayle', written in a cursive style.

Nicola Frayle

## IMPORTANT INFORMATION

### **DUTY OF DISCLOSURE:**

You have a duty to disclose every matter that you know, or could reasonably be expected to know that is relevant to an Insurer's decision whether to accept the risk of insurance and, if so, on what terms. The same duty applies during the currency of the policy, on renewal, endorsement, reinstatement or variation of the policy. Disclosure is not limited to specific questions on the proposal, or matter applying to the insured named in the policy, but includes other relevant matters, including past business or private insurances.

Examples of information you may need to disclose include:

- Any claims, or incidences that could lead to a claim, not already notified;
- Any criminal offence subject to the Criminal Records (Clean Slate) Act 2004;
- Any cancellation, refusal to renew insurance, or imposing of special terms by another insurance company;
- Any insurance claims you have made in the past;
- Any change in circumstances or activities which could increase the risk of an insurance claim.

If you are in doubt it is better to provide the information rather than take the risk of failing in your duty of disclosure.

### **BREACH OF POLICY CONDITIONS:**

Failure in your duty of disclosure, or breach of any Policy condition or warranty, could result in an otherwise legitimate claim being declined, a reduction in claim settlement or your Policies could even be declared null and void.

### **RENEWAL PROCESS:**

On renewal these documents are issued to you for the new policy period and in the absence of any advice from you to the contrary, your insurances will be renewed for you from the expiry date (subject to the satisfactory completion of any declarations or proposal forms that may have been requested).

### **BINDING AUTHORITY STATEMENT:**

Marsh Limited (Marsh) are acting in an underwriting capacity on behalf of IAG New Zealand Ltd.[Lumley is a business division of IAG New Zealand Ltd] who, under an Underwriting Agency Agreement, have given Marsh authority to act on their behalf in respect of this insurance

### **HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION RIGHTS**

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These "hold harmless" clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

### **INSURING THE INTEREST OF OTHER PARTIES**

If you require the interest of another party to be covered by the policy, you **MUST** request this. Most policies will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy.

## CLAIMS MADE AND NOTIFIED:

Certain categories of policy are provided on a 'claims made and notified' basis. This means that any claim or circumstance known to the insured must be notified to Insurers as soon as possible and within the current insurance year. Failure to do so is likely to lead to your claim being declined.

## CLAIMS:

There are a number of steps that must be taken immediately for all types of potential claims:

- Report the incident as soon as practicable – contact Marsh on 03 366 4866 or 0800 111 644.
- Do not admit liability and do not agree to pay for damage caused to another party, even if you think you were at fault and irrespective of the circumstances of the incident. Your Insurer will handle any negotiations necessary.
- Safeguard the property from further damage – call emergency services, secure the site, if safety allows remove property which may be exposed to further danger.
- Report any theft, arson or malicious damage to the Police and keep the Police notification receipt to lodge with your claim.
- Your Insurers may appoint an assessor who will advise and instruct you regarding your claim. It is important that you follow their advice or instructions. Marsh will assist you with advice on individual claims.
- Be aware that what may appear to be minor property damage can escalate into serious loss – do not delay in notifying us of the incident.

## INSURERS FINANCIAL STRENGTH RATING:

INSURERS	%	Rating	Rating Agency
IAG New Zealand Ltd.[Lumley is a business division of IAG New Zealand Ltd]	100	AA-	S&P

The above panel details your insurer's Financial Strength Rating and their applicable Rating Agency. Please refer to the enclosed information 'Financial Strength Rating Guide' for further detail about the rating and any applicable insurer notifications.

## FINANCIAL STRENGTH RATING GUIDE:

Standard & Poor's (Australia) Pty Ltd (SP)		A M Best Asia Pacific Limited (AMB)	
AAA	Extremely Strong	A++ and A+	Superior
AA+ and AA and AA-	Very Strong	A and A-	Excellent
A+ and A and A	Strong	B++ and B+	Very Good
BBB+ and BBB and BBB-	Good	B and B-	Adequate
B+ and B and B-	Marginal	C++ and C+	Fair
CCC	Weak	C and C-	Marginal
CC	Very Weak	D	Very Vulnerable
SD	Extremely Weak	E	Under Supervision
D	Selective Default	F	In Liquidation
R	Default		
NR	Regulatory Supervision		

Plus (+) or minus (-) signs following ratings from AA to CCC show relative standing within the major rating categories. Ratings may be changed, withdrawn or suspended at any time. Ratings issued by rating services are solely statements of opinion and not statements of fact or recommendations to purchase or discontinue any policy or contract. Latest ratings can be found on [www.standardandpoors.com](http://www.standardandpoors.com) and [www.ambest.com](http://www.ambest.com).