

THE SCHEDULE

ATTACHING TO AND FORMING PART OF LUMLEY BROADFORM LIABILITY POLICY WORDING
LUM1015-3 03/18

POLICY SCHEDULE

THE INSURED	Society of Creative Anachronism NZ Inc	
PERIOD OF INSURANCE	From 4:00pm Local Standard Time on 30 June 2020 To 4:00pm Local Standard Time on 30 June 2021 Or any other period for which the Company accepts or agrees to accept a premium.	
THE BUSINESS	Principally but not limited to Community Groups, Trusts, Incorporated Societies, Clubs, including all associated activities incidental to or associated therewith now or hereafter, including ownership and/or occupation of premises.	
LIMITS OF LIABILITY	Any one occurrence	\$2,000,000
	Any one Policy Period for Products Hazard	\$2,000,000
DEDUCTIBLE / EXCESSES	All claims unless specified elsewhere	\$500
TERRITORIAL LIMITS	New Zealand	
JURISDICTION	New Zealand	
AUTOMATIC EXTENSIONS	<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

	<u>Punitive or Exemplary Damages</u>	
	Limit	\$1,000,000
	Excess	Policy Excess
	<u>Service / Repair Machinery</u>	
	Limit	\$250,000
	Excess	\$2,500
	<u>Service / Repair Vehicle and Watercraft</u>	
	Limit	\$500,000
	Excess	\$1,000
	<u>Underground Services</u>	
	Limit	Policy Limit
	Excess	\$2,500
	<u>Vibration and Removal of Support</u>	
	Limit	\$500,000
	Excess	\$5,000
OPTIONAL EXTENSION	<u>Property Being Worked On</u>	
	Limit	\$100,000
	Excess	\$1,000

ENDORSEMENTS

Infectious Diseases Exclusion applies

We shall not indemnify the Insured for any claim in respect of or alleging Personal Injury or Property Damage arising out of:

- Transmissible spongiform encephalopathy (TSE);
- Bovine spongiform encephalopathy (BSE);
- New variant Creutzfeldt-Jakob disease (nvCJD);
- Influenza A, H1N1, Swine Flu.
- Covid 19
- Any Epidemic Notices under section 5 of the Epidemic Preparedness Act 2006 or as amended
- Any notifiable infectious disease under the Health Act 1956 or as amended;
- Any notifiable disease under the Biosecurity Act 1993 or as amended

Elected Volunteers & 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.

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 22 June 2020 at Christchurch, New Zealand.

SIGNATURE

A handwritten signature in blue ink, appearing to be 'mgyl', is centered within a white rectangular box. The signature is written in a cursive, fluid style.

THE SCHEDULE

ATTACHING TO AND FORMING PART OF LUMLEY STATUTORY LIABILITY POLICY WORDING
LUM1017-2 03/18

POLICY SCHEDULE

THE INSURED	Society of Creative Anachronism NZ Inc
PERIOD OF INSURANCE	From 4:00pm Local Standard Time on 31 May 2020 To 4:00pm Local Standard Time on 31 May 2021 Or any other period for which the Company accepts or agrees to accept a premium.
THE BUSINESS	Principally but not limited to Community Groups, Trusts, Incorporated Societies, Clubs, including all associated activities incidental to or associated therewith now or hereafter, including ownership and/or occupation of premises.
LIMITS OF LIABILITY	Any one event and one Policy Period. Defence Costs are in addition to the sum insured for damages/compensation for injury. \$500,000
DEDUCTIBLE / EXCESSES	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
RETROACTIVE DATE	30 June 2003
TERRITORIAL LIMITS	New Zealand
JURISDICTION	New Zealand
ENDORSEMENTS	<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>Infectious Diseases Exclusion applies</p> <p>We shall not indemnify the Insured for any claim in respect of or alleging Personal Injury or Property Damage arising out of:</p> <ul style="list-style-type: none">• Transmissible spongiform encephalopathy (TSE);• Bovine spongiform encephalopathy (BSE);• New variant Creutzfeldt-Jakob disease (nvCJD);• Influenza A, H1N1, Swine Flu.• Covid 19• Any Epidemic Notices under section 5 of the Epidemic Preparedness Act 2006 or as amended• Any notifiable infectious disease under the Health Act 1956 or as amended;

- Any notifiable disease under the Biosecurity Act 1993 or as amended

Elected Volunteers & Elected Members Endorsement

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.

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

CONDITIONS / WARRANTIES

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

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 22 June 2020 at Christchurch, New Zealand.

SIGNATURE



INSURERS FINANCIAL STRENGTH RATING:

INSURERS	%	Rating	Rating Agency
IAG New Zealand Limited [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 and www.ambest.com.

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 Limited [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.