

love

your

stuff

STATE

EasyBiz Business
Insurance
Trade



Welcome to State

Thank you for choosing State. You've made a great choice – we've been helping New Zealanders with their insurance needs for more than 100 years and are proud to be doing the same for you.

If you have any questions about your policy or think it doesn't provide the cover you need, please ring us straight away – we'll be happy to help.



Policy 1: Commercial motor vehicle	3
Policy 2: Business liability	11
Optional policy 3: Mobile business assets	19
Optional policy 4: Income protection	23
General exclusions	27
Managing your claim	28
General conditions	29
General definitions	30

Contacting us

In New Zealand, simply call 0800 80 24 24. If you ever have a question, need help, or want to make an insurance claim, you're welcome to phone us any time, 24 hours a day.

Australia call us free on 1 800 887 863.

United States call us free on 1 800 593 9482.

United Kingdom call us free on 0800 096 5308.

Somewhere else overseas call us direct on 64 9 969 1150.

If you'd prefer to email us, it's easy. Just follow the link in the 'Contact Us' section at www.state.co.nz. You can also call in to your nearest State sales centre – to find the one nearest to you, phone **0800 80 24 24** or visit 'Contact Us' at www.state.co.nz.

Your policy

▶ Agreement

You agree to pay **us** the premium described in the **schedule** and comply with each policy. In exchange, **we** agree to insure **you** as set out in this EazyBiz package.

Policy contract

This policy consists of the following parts:

1. **your** application for insurance, and any oral or written supporting statements or documents supplied by **you**, and
2. this policy wording (including any endorsements or warranties), and
3. the **schedule**.

▶ Interpreting this policy

Certain words in this policy have a specific meaning. These words appear in **bold** and **you** will find the meaning listed in the 'General definitions' section of this package.

The definitions apply to the plural and any derivatives of the **bolded** words.

You will also find examples and comments to make parts of this policy easier to understand. These examples and comments, which appear in *italics*, do not affect or limit the meaning of the section they refer to.

The headings in this policy are for reference only and do not form part of it. They must not be used when interpreting the policy.

Policy 1:

Commercial motor vehicle

Policy cover options	3
When cover applies	3
Section 1: Damage to the vehicle	4
Section 1: Automatic extensions	4
Section 1: Optional extensions	5
Section 1: Exclusions	5
Section 1: Basis of settlement	6
Section 2: Liability cover	7
Section 2: Automatic extensions	7
Section 2: Exclusions	8
Section 2: Basis of settlement	8
Sections 1 & 2: Automatic extensions	9
Sections 1 & 2: Exclusions	9
Sections 1 & 2: Managing your claim	10
Sections 1 & 2: Conditions	10

► Policy cover options

Your **vehicles** will be insured under one of the following Policy cover options. The option that applies will be shown on the **schedule**:

Full cover	<ol style="list-style-type: none">1. Full cover under 'Section 1: Damage to the vehicle', and2. Full cover under 'Section 2: Liability cover'.
Third party, fire & theft	<ol style="list-style-type: none">1. Limited cover under 'Section 1: Damage to the vehicle', only covering accidental loss to the vehicle caused by: fire, lightning, explosion, theft or illegal conversion (including attempted theft or illegal conversion), and2. Full Cover under 'Section 1: Automatic extensions, Part C', and3. Full cover under 'Section 2: Liability cover'.
Third party only	<ol style="list-style-type: none">1. Full cover under 'Section 1: Automatic extensions, Part C', and2. Full cover under 'Section 2: Liability cover'.

► When cover applies

A. Who may use the vehicle

This policy only covers the **vehicle** while it is being used by:

1. **you**, or
2. any person with **your** consent, provided that the **driver**:
 - 2.1 is legally allowed to operate the **vehicle**, and
 - 2.2 holds a current licence to drive the **vehicle** (if required), and
 - 2.3 is not breaching any licence condition relating to that **vehicle**.

The above restrictions do not apply to any person who steals or illegally converts the **vehicle**.

B. What the vehicle can be used for

This policy only covers the **vehicle** while it is being used:

1. in connection with **your** business or occupation, or
2. for private, social or domestic purposes, including:
 - a. while temporarily lent out by **you** without charge, or
 - b. while used in a car pooling agreement carrying passengers for payment,

for purposes comparable with those listed in 1. or 2. above.

No cover applies if the **vehicle** is used for racing, pacemaking, reliability trials, hill climbing, speed tests, or testing in preparation for any of these.

▶ Section 1: Damage to the vehicle

A. Accidental loss to the vehicle

You are insured for **accidental loss** to the **vehicle** occurring anywhere in New Zealand.

▶ Section 1: Automatic extensions

In addition to the cover under 'Section 1: Damage to the vehicle' above, we also provide the following automatic extensions.

A. Breakage of windscreens and window glass

This extension only applies where the **vehicle** is insured for 'Full Cover' as described in the 'Policy cover options'.

You are insured for **accidental loss** to windscreens, windows and sunroofs (including scratching or damage to bodywork resulting solely from the broken glass), provided that:

1. we have accepted the claim under 'Section 1: Damage to the vehicle', and
2. there has been no other **loss** to the **vehicle**.

Any claim **you** make under this extension will not affect **your** No Claim Discount entitlement.

No excess applies to this extension.

B. Damage caused by an uninsured third party

This extension only applies where the **vehicle** is insured for 'Third Party, Fire & Theft' or 'Third Party Only' as described in the 'Policy cover options'.

This extension is independent of cover provided under 'Section 1: Damage to the vehicle'.

You are insured for **accidental loss** to the **vehicle** that:

1. occurs in New Zealand, and
2. is caused by an identifiable and uninsured driver of another vehicle, provided that:
 - a. full liability is admitted by or established against that third party, and
 - b. **you** supply **us** with enough information to identify the third party (such as the correct registration, their name and address).

The most **we** will pay under this extension for any one **vehicle** is:

1. the **market value** of the **vehicle**, or
2. \$5,000,

whichever is the lesser.

No excess applies to this extension.

C. Death by injury

You are insured for:

1. a death payment of \$10,000, and
2. funeral costs, in excess of any entitlement under ACC, up to a maximum of \$5,000,

if the **driver** dies as a direct result of **injury** sustained in an **accident**, provided that:

- a. the **accident** is covered under 'Section 1: Damage to the vehicle' and,
- b. the death occurs within 12 months of the **accident**.

'General conditions Part A Item 5' does not apply to this extension.

Where **we** pay a claim under this extension:

1. **we** will make any payments under this extension to the deceased(s) legal representative(s), and
2. if more than one individual becomes entitled to payment under this extension, through a single accident, the amount payable will be divided equally between them.

D. Goods in transit

You are insured for **accidental loss** to property that is being carried in, or on any **vehicle**, arising from a claim under 'Section 1: Damage to the vehicle', provided that:

1. the **vehicle** belongs to **you**, and
2. the property belongs to **you**, and
3. **loss** to the property is caused by the **vehicle**:
 - 3.1 catching fire, or
 - 3.2 overturning, or
 - 3.3 being involved in a collision.

The most **we** will pay under this extension is \$5,000 for any **event**.

An excess of \$100 applies to this extension.

E. Hoists

You are insured for **accidental loss** to hydraulic rams and hoists, provided that:

1. the ram or hoist is permanently attached to the **vehicle**, and
2. the **loss** is a result of mechanical breakdown or failure of the ram or hoist.

'Section 1: Exclusions Part A Item 3' does not apply to this extension.

The most **we** will pay under this extension is \$5,000 for any **event**.

An additional excess of \$500 applies to this extension.

F. Load recovery

You are insured for the reasonable costs **you** incur to:

1. recover, reload or trans-ship any load carried by the **vehicle** to the nearest place of safety, and
2. remove debris from any road, carriageway or parking area, arising from a claim under 'Section 1: Damage to the vehicle'.

This extension does not cover any fines or penalties payable by **you**.

The most **we** will pay under this extension is \$5,000 for any **event**.

G. Return home cover

You are insured for the reasonable costs you incur to:

1. hire another **vehicle** to complete the journey, or
2. hire another **vehicle** to return to the place the journey commenced from, and
3. return the **vehicle** to the premises where it is normally based, following its repair or, in the **event** of theft or conversion, its recovery,

arising from a claim under 'Section 1: Damage to the vehicle', provided that the **vehicle** is unable to be used or driven.

The most we will pay under this extension is:

1. \$2,000 for any **event**, and
2. \$5,000 during an **annual period**.

H. Reward

You are insured for a reward that you offer and pay to successfully secure the return of the **vehicle** following its theft, provided that:

1. we have accepted a claim under 'Section 1: Damage to the vehicle', and
2. you have our prior approval to offer the reward.

The most we will pay under this extension is \$5,000 for any **event**.

I. Safety of the vehicle

You are insured for the reasonable costs you incur to ensure the immediate safety of the **vehicle**, following a **loss** covered under 'Section 1: Damage to the vehicle'.

J. Recovery costs

You are insured for the reasonable costs you incur to salvage or recover the **vehicle**, and deliver the **vehicle** to a place of repair or inspection, following a **loss** covered under 'Section 1: Damage to the vehicle'.

K. Tarpaulins, sheets, ropes or chains

You are insured for **accidental loss** to tarpaulins, sheets, ropes or chains while in or on the **vehicle**.

The most we will pay under this extension is \$2,000 for any **event**.

An excess of \$250 applies to this extension.

L. Tyre damage

You are insured for **accidental loss** to any tyre (including its inner tube) fitted to the **vehicle**, provided that the **vehicle** is not primarily used for driving on public or private roads.

'Section 1: Exclusions, Part A Item 1' does not apply to this extension.

We will at our option pay:

1. the cost to repair the damage, or
2. an amount equal to the reasonable cost of repair, or
3. the cost to replace the tyre, or
4. an amount equal to the cost of the tyre immediately prior to the **loss**.

The most we will pay under this extension is \$3,000 for any **event**.

▶ Section 1: Optional extensions

This Optional extension only applies where specified in the **schedule**.

A. Loss of use

You are insured for the reasonable costs you incur to hire a substitute **vehicle** following a **loss** under 'Section 1: Damage to the vehicle', provided that:

1. the substitute **vehicle** is of a similar make, model and specification to the **vehicle** that suffered the **loss**, and
2. repair or replacement of the **vehicle** is carried out as soon as possible (you must help us achieve this).

Cover under this extension begins:

1. after we have had the opportunity to assess and authorise repairs to the **vehicle**, or
2. from the date the **vehicle** was stolen or is declared an **agreed total loss** by us,

whichever occurs first.

Cover under this extension ends once:

1. the repaired **vehicle** is returned to you, or
2. we have settled your claim in full,

whichever occurs first.

This extension does not cover petrol, insurance or normal running costs.

'Section 1: Exclusions Part B' does not apply to this extension.

The most we will pay under this extension is:

1. the daily limit payable per day as specified in the **schedule**, and
2. a maximum period of 60 days inclusive of the excess period (below).

The excess under this extension is the amount of the first 7 days of the rental costs.

▶ Section 1: Exclusions

The following exclusions apply to Section 1 only. Please also read the 'Sections 1 & 2: Exclusions', as well as 'General exclusions' that apply to all parts of this EasyBiz package.

A. Types of loss not covered

This policy does not insure:

1. punctures, cuts or bursts to your tyres. However, this exclusion does not apply to punctures, cuts or bursts that result in or from a **loss** otherwise covered under 'Section 1: Damage to the vehicle'.
2. rust or corrosion. This exclusion is limited to the part immediately affected and does not apply to any resultant **accidental loss** to any other part of the **vehicle**.

3. damage or failure that is:

- 3.1 mechanical, or
- 3.2 electrical, or
- 3.3 electronic.

However, this exclusion does not apply to the above types of **loss** to the **vehicle** where it results in or results from any of the following external causes: fire, collision, overturning, immersion in water, flood, malicious damage, theft or illegal conversion, earthquake, volcanic eruption, hydrothermal activity, geothermal activity or tsunami.

4. wear and tear. This exclusion does not apply to any resultant **accidental loss** to any other part of the **vehicle**, unless it is to:

- 4.1 the engine hydraulic systems, or
- 4.2 the engine transmission systems, or
- 4.3 any other engine part or engine component.

B. Consequential loss

This policy does not insure:

- 1. loss of use or any costs or expenses that result from this (or any other consequential loss), unless expressly insured under 'Section 1: Damage to the vehicle', 'Section 1: Automatic extensions' or 'Section 1: Optional extensions'.
- 2. depreciation, or loss in value.

C. Defects in design / specifications / materials

This policy does not insure **loss** connected with:

- 1. the failure of, or
- 2. any defect in, or
- 3. any fault in,

the **vehicle's** design, specifications or materials.

This exclusion is limited to the part immediately affected and does not apply to any resultant **accidental loss** to any other part of the **vehicle**.

D. Theft by purported purchaser

This policy does not insure **loss** of the **vehicle** arising from purported purchaser:

- 1. using any fraudulent scheme or device, or
- 2. practising any false pretence,

to obtain it from **you**.

Important: Please also read 'General exclusions'.

▶ **Section 1: Basis of settlement**

A. Method of indemnity

We will indemnify **you** by whichever of the following options we choose.

We will:

- 1. pay the cost of repairs, or
- 2. pay an amount equal to the reasonable cost of repair, or
- 3. replace the **vehicle** with a **vehicle** of similar condition, or
- 4. pay an amount equal to the **market value** of the **vehicle**.

B. Maximum amount payable

Unless stated differently in this policy, the maximum amount we will pay is:

- 1. **market value** of the **vehicle**, or
- 2. the sum insured shown in the **schedule**,

whichever is the lesser.

C. Excess

The excess shown in the **schedule** will be deducted from the amount of the **loss** for each **event**, unless a different excess or nil excess is stated in this policy.

If more than one **vehicle** suffers **loss** from a single **event**, only one excess will apply, being the highest excess.

D. Leased vehicles

This part only applies where the **vehicle** is insured for 'Full Cover' as described in the 'Policy cover options'.

If the **vehicle** is leased, and:

- 1. we determine it is an **agreed total loss**, and
- 2. the **vehicle** weighs 3,500 kilograms or less,

we will pay the **market value** or the residual value, whichever is the greater.

However, our settlement will not include any of the following:

- 1. penalties for early termination,
- 2. penalties for any additional distance travelled,
- 3. unpaid obligations under the lease at the time of the **loss**,
- 4. penalties resulting from lack of servicing or poor maintenance,
- 5. 'balloon' payments,
- 6. the amount by which the residual value of the **vehicle** exceeds 120% of its **market value**, where a guaranteed buy back agreement is in place.

E. Obsolete vehicles

If the **vehicle** is no longer manufactured, we will not pay more than the supplier's or manufacturer's last list price for any:

- 1. part, or
- 2. **accessory**,

for that **vehicle**, plus the reasonable costs of fitting that part or **accessory**.

F. Replacement vehicle

This part only applies where the **vehicle** is insured for 'Full Cover' as described in the 'Policy cover options'.

If **we** declare the **vehicle** is an **agreed total loss**, **we** will replace the **vehicle** with a new one of the same make, model, and specification, provided that:

1. the make/model/specification is currently available in New Zealand, and
2. the **vehicle** is less than 12 months old (from first being registered in New Zealand as a new **vehicle**), and
3. the **vehicle** weighs 3,500 kilograms or less.

If **you** do not want the **vehicle** replaced with a new one, **we** will pay **you** the:

1. **market value** of the **vehicle**, or
2. sum insured specified in the **schedule**,

whichever is the lesser.

G. Sub limits

The most **we** will pay under any automatic or optional extension is:

1. the amount specified in this policy wording, or
2. the amount specified in the **schedule**,

whichever is the higher.

▶ Section 2: Liability cover

A. Damages and costs

You are insured for **your** legal **liability** following:

1. **accidental bodily injury**, and/or
2. **accidental loss** to any property,

provided that the **liability** arises from an **event** in New Zealand in connection with the **vehicle**.

We also insure, on the same terms, the legal **liability** of any **driver** who is driving the **vehicle** with **your** consent.

You are also insured for **your** legal **liability** if **you** drive any other **vehicle** that is neither owned nor hired by **you**, provided that:

1. the **vehicle** weighs less than 3,500 kilograms, and
2. the **vehicle** is being used in connection with **your** business.

We also insure, on the same terms, the legal liability of any **driver** who is driving any other **vehicle**, in the same circumstances, with **your** consent.

B. Defence costs

You are insured for **your** legal defence costs and expenses, provided that they are incurred:

1. to defend any legal action (or threat of legal action) brought against **you**, and
2. in relation to an alleged **liability** that, if proven, would be covered under 'Section 2: Liability cover'.

We will meet these costs even if the legal action seems groundless.

If you are unsure whether we will pay your costs, please talk to us before you agree to any payments.

C. Court action / enquiries / inquests

You are insured for the legal costs and expenses **you** incur to:

1. defend a charge of careless driving causing death, arising out of the use of the **vehicle** by any **driver**, or
2. be legally represented at any enquiry or coroner's inquest, concerning a death from the use of the **vehicle** by any **driver**,

provided that **you** are otherwise covered under 'Section 2: Liability cover' of this policy.

The most **we** will pay is \$2,000 for any **event** involving the use of a **vehicle**.

If you are unsure whether we will pay your costs, please talk to us before you agree to any payments.

▶ Section 2: Automatic extensions

In addition to the cover under 'Section 2: Liability cover', **we** also provide the following automatic extensions:

A. Clean up costs

You are insured for costs lawfully charged by: any local body or authority, the New Zealand Fire Service, ambulance service, or any other entity for cleaning or restoring the site of an **accident** covered under 'Section 1: Damage to the vehicle'.

There is no indemnity under this extension for costs arising from a Hazardous substance emergency. Please read Extension B (below).

The most **we** will pay under this extension is \$10,000 for any **event**.

An excess of \$500 applies to this extension.

B. Hazardous substance emergency

You are insured for any charge the New Zealand Fire Service is authorised to impose on **you** under Section 47C of the Fire Services Act 1975, for their attendance at a Hazardous substance emergency, involving **your vehicle**.

The most **we** will pay under this extension is \$5,000 for any **event**.

C. General average

You are insured for the costs of **General average** that **you** are **liable** to meet if the **vehicle** is in transit between places in New Zealand, during the **period of insurance**.

D. Movement of other vehicles

You are insured for **your** legal **liability** for:

1. **accidental bodily injury**, and/or
 2. **accidental loss** to any property,
- provided that the liability arises from the movement by **you** (or any of **your** authorised employees) of any **vehicle** that:
- a. is parked in a position that prevents or impedes the loading or unloading of the **vehicle**, or
 - b. prevents or impedes the legitimate passage of the **vehicle**.

'Section 2: Exclusions, Part F' does not apply to this extension.

E. Principal's indemnity

We will indemnify the principal of any construction or works project for their vicarious legal liability:

1. where the liability arises in connection with **your** use or **your** operation of the **vehicle** on that project, and
2. the liability is for **accidental loss** to any property or **accidental bodily injury**.

F. Towing

You are insured for **your legal liability** for:

1. **accidental bodily injury**, and/or
2. **accidental loss** to any property,

provided that:

- a. the liability arises from the **vehicle** being used while towing any:
 - i. single trailer or caravan, or
 - ii. single disabled mechanically propelled **vehicle**, and
- b. the towing is not for hire or reward.

'Section 2: Exclusions, Part F' does not apply to this extension.

G. Weight damage

You are insured for **your legal liability** for **accidental loss** to any property (including roads) caused by the:

1. weight of the load being carried by **your vehicle**, and/or
2. weight of **your vehicle**.

'Section 2: Exclusions, Part E Items 2 and 3' do not apply to this extension.

The most **we** will pay under this extension is \$500,000 for any **event**.

An excess of \$2,500 applies to this extension.

H. Exemplary damages

You are insured for **your legal liability** for exemplary damages in New Zealand for **bodily injury** caused by, or in connection with the **vehicle**.

However, there is no indemnity for exemplary damages arising from any dishonest, fraudulent or malicious acts or omissions by **you** or anyone acting on behalf of **you**.

'Section 2: Exclusions, Part C' does not apply to this extension.

Our total liability will not exceed \$500,000 for any **event** and \$1,000,000 in the aggregate for all claims during an **annual period**.

An additional excess of 10% of the exemplary damages, with a minimum of \$5,000 applies.

▶ Section 2: Exclusions

The following exclusions apply to Section 2 only. Please also read the 'Sections 1 & 2: Exclusions', as well as 'General exclusions' that apply to all parts of this EasyBiz package.

A. Contractual liability

This policy does not insure **liability** that **you** agree to under a contract, where that liability:

1. arises solely under the contract, and
2. does not otherwise arise at law.

B. Drivers

This policy does not insure **liability** for or arising from:

1. **bodily injury** to, or
2. **loss** of property belonging to,

the **driver** of the **vehicle**.

C. Exemplary damages

This policy does not insure **liability** for any exemplary damages.

D. Operation of mechanical plant or machinery

This policy does not insure **liability** arising out of the operation of any **mechanical plant** while it is being used for the purpose it was designed (eg: the operation of a crane or backhoe).

This exclusion does not apply to the operation of any fork hoist.

E. Property beneath the vehicle

This policy does not insure **liability** for **loss** to any property or road caused by:

1. the vibration by the **vehicle**, or
2. the weight of the **vehicle**, and/or
3. the weight of the load carried by the **vehicle**.

F. Property owned or in your care

This policy does not insure **liability** arising from **loss** to property that belongs to **you**, or is in **your** possession or control.

G. Transporting of a load

This policy does not insure **liability** arising from the transportation of a load to or from the **vehicle**. However, this exclusion does not apply to liability arising from the actual loading and unloading of the **vehicle**.

H. Vehicles

This policy does not insure **liability** arising from **loss** to any:

1. **vehicle** that is insured by this policy, or
2. property being carried in or on it.

Important: Please also read 'General exclusions'

▶ Section 2: Basis of settlement

A. Maximum amount payable

The maximum amount payable, inclusive of defence costs, under 'Section 2: Liability cover' and 'Section 2: Automatic extensions', in total, for any **event** is \$10,000,000, unless a different amount is shown in this policy.

However, the maximum amount payable, inclusive of defence costs, under 'Section 2: Liability cover' and 'Section 2: Automatic extensions', arising out of the ownership, operation or maintenance of any **vehicles** within the restricted area of any airport used for scheduled commercial flights is \$1,000,000 for any **event**.

B. Excess

An excess will only apply under 'Section 2: Liability cover' and 'Section 2: Automatic extensions', if specified in the **schedule** or this policy.

C. Sub limits

The most **we** will pay under any automatic or optional extension is:

1. the amount specified in this policy wording, or
2. the amount specified in the **schedule**,

whichever is the higher.

► Sections 1 & 2: Automatic extensions

In addition to the cover under:

1. 'Section 1: Damage to the vehicle', and
2. 'Section 1: Automatic extensions', and
3. 'Section 2: Liability cover', and
4. 'Section 2: Automatic extensions',

we also provide the following automatic extensions.

A. Additions and deletions

You are insured for any additional **vehicle** purchased during the **period of insurance**. The additional **vehicle** will be automatically covered from the date of purchase, provided that **you** advise **us** within 30 days.

You must pay **us** any additional premium if **we** request it.

Each additional **vehicle** will be insured for its **market value**, up to a maximum of \$100,000, unless **you** advise **us** differently at the time of purchase.

If a **vehicle** is sold during the **period of insurance**, it will be deleted from the **schedule** from the date it is sold, provided that **you** advise **us** within 30 days. We will refund any pro-rata premium as appropriate.

B. Invalidation cover

You are insured for **loss** or liability that arises when the **vehicle** is driven under any of the circumstances excluded in:

1. 'Sections 1 & 2 Exclusions, Part B – Driving hours'
2. 'Sections 1 & 2 Exclusions, Part C – Excessive loads'
3. 'Sections 1 & 2 Exclusions, Part D – Illegal activity'
4. 'Sections 1 & 2 Exclusions, Part E – Unlicensed drivers'
5. 'Sections 1 & 2 Exclusions, Part F – Unsafe vehicles'

provided that:

- a. those excluded circumstances were without the knowledge of an **authorised person**, and
- b. the claim is otherwise covered under this policy.

You must allow **us** to act on **your** behalf to recover the claim from other persons (including the **driver**) responsible for the **loss**.

This extension is limited solely to **loss** or liability suffered by **your** business. The liability of the **driver** or the person responsible for the **loss** or liability is not insured under this extension.

The most **we** will pay under this extension is:

1. \$100,000 per **event** under 'Section 1: Damage to the vehicle', and
2. \$1,000,000 per **event** under 'Section 2: Liability cover'.

An additional excess of \$2,500 applies to this extension.

► Sections 1 & 2: Exclusions

The following exclusions apply to Section 1 & 2 only. Please also read the 'General exclusions' section that apply to all parts of this EasyBiz package.

A. Confiscation

This policy does not insure **loss**, liability, prosecution or expense of any type in connection with confiscation, nationalisation, requisition or destruction of, or damage to property by order of government, public or local authority (unless the order is given to control any **accidental loss** that is covered by this policy).

B. Driving hours

This policy does not insure **loss** or liability when the **vehicle** is being driven in breach of any enactment or regulations relating to driving hours.

This exclusion does not apply to any claim for **loss** arising from theft or illegal conversion of the **vehicle**.

C. Electronic data and programs

This policy excludes loss of or damage to **electronic data** from any cause whatsoever including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

However this exclusion does not apply to physical damage to other insured property that results from that loss of or damage to **electronic data**, and which is not otherwise excluded.

D. Excessive loads

This policy does not insure **loss** or liability when the **vehicle** is:

1. loaded in excess of the manufacturer's recommended specifications, and/or
2. operated or loaded contrary to any enactment or regulations.

This exclusion does not apply to any claim for **loss** arising from theft or illegal conversion of the **vehicle**.

E. Illegal activity

This policy does not insure **loss** or liability when the **vehicle** is being driven by any person, including **you**, who:

1. has a proportion of alcohol in their breath or blood that exceeds the legal limit, or
2. is under the influence of any other intoxicating substance or drug, or
3. fails or refuses to supply a breath or blood sample as required by law, or
4. fails or refuses to stop, or remain at the scene, following an accident (as required by law).

This exclusion does not apply to any claim for **loss** arising from theft or illegal conversion of the **vehicle**.

F. Unlicensed drivers

This policy does not insure **loss** or liability when the **vehicle** is being driven by a person who:

1. does not hold a driver's licence appropriate for the class or operation of the **vehicle** (or the **vehicle's** components), unless the:
 - 1.1 **driver** has held, (and is not disqualified from holding or obtaining) and actually obtains, such a licence without a further driving test, or
 - 1.2 **vehicle** is being used for the purpose of teaching a learner to drive, and all the requirements of the law are being complied with, or
2. breaches any licence conditions that apply when driving the **vehicle** or the **vehicle's** components.

This exclusion does not apply to any claim for **loss** arising from theft or illegal conversion of the **vehicle**.

G. Unsafe vehicles

This policy does not insure **loss** or liability if the **vehicle** is being driven in an unsafe manner or condition, and:

1. that condition contributes to the **loss** or liability, and
2. **you**, or any **driver** was (or should have been) aware of that condition.

This exclusion does not apply to any claim for **loss** arising from theft or illegal conversion of the **vehicle**.

► Sections 1 & 2: Managing your claim

The following 'Managing your claim' section applies to Commercial motor vehicle only. Please also read the general 'Managing your claim' section that applies to all parts of this EasyBiz package.

A. Recoveries

If any property that **we** have paid a claim for is later found or recovered, **you** must tell **us** immediately and hand it over to **us** if **we** request it.

We have the right to keep any property that **we** have paid a claim for under this policy, including any proceeds if it is sold.

B. Reparation

If any person is ordered to make reparation to **you** for **loss** to any property that **we** have paid a claim under this policy for, then **you** must tell **us**. Any payments received, must first reimburse **our** claims payment up to the amount of any reparation received.

C. Defence of liability claims

After **you** have made a claim, **we** have the sole right to:

1. act in **your** name and on **your** behalf to defend, negotiate or settle the claim as **we** see fit (this will be done at **our** expense), and
2. publish a retraction or apology (in the case of defamation proceedings).

We may appoint **our** own lawyers to represent **you**. They will report directly to **us**.

D. Discharge of liability

We may elect at any time to pay **you**:

1. the maximum amount payable under the policy, or
2. any lesser sum that the claim against **you** can be settled for.

Once **we** have paid this (plus any defence costs already incurred) **our** responsibility to **you** under the policy is met in full.

E. Waiver of subrogation (group companies)

If **you** are a parent or **subsidiary** company in a **group of related companies**, **we** will waive any right of recovery **we** may have against any other company in the same group.

► Sections 1 & 2: Conditions

The following conditions apply to Commercial motor vehicle only. Please also read the 'General conditions' section that applies to all parts of this EasyBiz package.

A. Sum insured

The sum insured stated in the **schedule** must fully represent the current **market value** of each **vehicle**. Alternative values such as book value, depreciated cost, written down residual value, will not be sufficient to comply with this condition.

B. Total loss

If **we** settle a claim for the **vehicle** as an **agreed total loss**, the insurance on that **vehicle** ceases entirely from the date of the **loss**. No premium will be refundable for the unexpired **period of insurance** in respect of that **vehicle**. The **vehicle** then becomes **our** property.

Part 1: Broadform liability – occurrence wording

Policy 2:

Business liability

Part 1: Broadform liability	11
What you are insured for	11
Automatic extensions	12
Broadform liability exclusions	14
Basis of settlement	15
Part 2: Statutory liability	15
What you are insured for	15
Statutory liability exclusions	16
Basis of settlement	16
Conditions	17
Part 3: Employers liability	17
What you are insured for	17
Employers liability exclusions	17
Basis of settlement	18
Conditions	18
Business liability: Managing your claim	18
Business liability: Conditions	18
Business liability: General exclusions	18

► What you are insured for

A. Public and product liability

1. Public liability

You are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens during the **period of insurance**:

1.1 anywhere in New Zealand, in connection with the **business**.

1.2 worldwide, provided that **your** liability is in connection with **business** related travel.

2. Product liability

You are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens during the **period of insurance** anywhere in New Zealand, in connection with **your products**.

The most **we** will pay for any **event**, or in aggregate for all **product liability events**, during an **annual period**, is the Broadform liability sum insured shown in the **schedule**.

B. Defence costs

You are insured for all legal costs and legal expenses necessarily and reasonably incurred by **you** to defend any civil legal action that if proven, would be covered by this policy.

We will meet these costs even if the legal action seems groundless.

For avoidance of any doubt, if **you** are unsure whether **we** will pay **your** costs and/or expenses, please consult **us** before **you** start incurring any costs and/or expenses.

Defence costs covered by this policy will be paid in addition to the relevant limit shown in this policy or in the **schedule**, except for:

1. 'What you are insured for, Part A, Item 1.2' – Public liability: worldwide, in relation to **business** related travel, and
2. 'Automatic extensions, Part B' – Defective design liability, and
3. 'Automatic extensions, Part D' – Exemplary damages in New Zealand.

For Items 1 – 3 above, Defence costs covered by this policy are included within the relevant limit and are not additional.

▶ Automatic extensions

'Part A' above, is extended to provide the following Automatic extensions.

Automatic extensions are included within the Broadform liability sum insured shown in the **schedule**, they are not in addition to it.

A. Care, custody and control

You are insured for all sums that **you** become **liable** to pay for **damage** that happens in New Zealand during the **period of insurance**, in connection with the **business**, to property that is:

1. in **your** care, custody and control (and not owned, hired, leased or rented by any person or entity defined under **you**, other than **your** employees), and
2. not stored by **you** under a contract as a bailee for a fee.

No cover is provided for **liability** for **damage** to land or buildings.

'Broadform liability exclusions Part C Item 2' does not apply to faulty or defective storing of any **product** covered by this Extension.

'Broadform liability exclusions Part J Item 2' does not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000.

An excess of \$1,000 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.

B. Defective design liability

You are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens in New Zealand during the **period of insurance**, in connection with:

1. the **business**, and
2. any defective:
 - 2.1 formula or pattern, or
 - 2.2 design or plan, or
 - 2.3 specification, of **products**, prepared by **you**.

'Broadform liability exclusions Part A, Item 1' does not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000, unless a different amount is shown in the **schedule**.

An excess of \$1,000 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.

C. Errors and omissions liability

You are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens in New Zealand during the **period of insurance**, in connection with:

1. the **business**, and
2. errors or omissions in:
 - 2.1 advice given by **you**, provided that the advice is incidental to goods **you** have sold, supplied or **repaired**, or
 - 2.2 emergency medical advice or emergency medical treatment provided by **you**.

'Broadform liability exclusions Part A, Item 2' does not apply to this Extension.

D. Exemplary damages in New Zealand

You are insured for punitive or exemplary damages awarded against **you** by a New Zealand Court arising out of an **event** covered by this policy.

You are not insured for punitive or exemplary damages connected with a dishonest or fraudulent act or omission by **you**.

'Broadform liability exclusions Part D Item 2' and 'General condition Part C Item 3' do not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000.

E. Forest and Rural Fires Act

You are insured for all sums that **you** become **liable** to pay arising from fire (or threat of fire) that happens in New Zealand during the **period of insurance** in connection with the **business**, for:

1. costs and losses recoverable from **you** under Section 43(1) of the Forest and Rural Fires Act 1977, and not otherwise at law, and
2. costs agreed (or levies imposed) and apportioned to **you** by a fire authority under Sections 46 and 46A of the Forest and Rural Fires Act 1977.

We will pay these costs whether **damage** occurs or not.

'Broadform liability exclusions Part E' and 'Broadform liability exclusions Part L, Item 1' do not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000, unless a different amount is shown in the **schedule**.

F. Landlord's liability

You are insured for all sums that you become liable to pay arising from injury and/or damage that happens anywhere in New Zealand during the period of insurance, in connection with:

1. the business, and
2. your legal ownership, but not physical occupation, of any premises.

G. Loading / unloading liability

You are insured for all sums that you become liable to pay arising from injury and/or damage that happens in New Zealand during the period of insurance, in connection with:

1. the business, and
2. the:
 - 2.1 loading of goods into a stationary vehicle, or
 - 2.2 unloading of goods from a stationary vehicle.

You are not insured for liability for damage in connection with a mobile mechanical plant.

'Broadform liability exclusions Part L, Item 1' does not apply to this Extension.

The most we will pay under this Extension for all events that happen during an annual period is \$250,000, unless a different amount is shown in the schedule.

H. Mobile mechanical plant liability

You are insured for all sums that you become liable to pay arising from injury and/or damage that happens in New Zealand during the period of insurance, in connection with:

1. the business, and
2. mobile mechanical plant that is operating its plant or machinery at the time of the injury and/or damage, provided that you are not otherwise insured for your liability under any other policy.

'Broadform liability exclusions C, Item 2', 'Broadform liability exclusions Part J, Item 2', and 'Broadform liability exclusions Part L, Item 1, do not apply to this Extension.

The most we will pay under this Extension for all events that happen during an annual period is \$250,000, unless a different amount is shown in the schedule.

I. Pollution liability

You are insured for all sums that you become liable to pay arising from injury and/or damage that happens anywhere in New Zealand during the period of insurance in connection with the business directly or indirectly arising from pollution, provided that the pollution is caused by a sudden, identifiable, unintended and unexpected happening that takes place in its entirety at a specified time and place.

For the avoidance of doubt, the cover provided by this Extension includes the cost of removing, nullifying or cleaning up the pollution.

'General exclusion Part D' does not apply to this Extension.

The most we will pay under this Extension for all events that happen during an annual period is \$100,000, unless a different amount is shown in the schedule.

J. Tenant's liability

You are insured for all sums that you become liable to pay arising from injury and/or damage that happens anywhere in New Zealand during the period of insurance, in connection with:

1. the business, and
2. any premises occupied, but not owned, by you.

'Broadform liability exclusions Part J, Item 2' does not apply to the premises occupied by you.

K. Underground services liability

You are insured for all sums that you become liable to pay arising from injury and/or damage to any existing:

1. underground cables, or
2. underground pipes, or
3. other underground facilities,

that happens in New Zealand during the period of insurance, in connection with the business, provided that prior to commencement of the work, you have inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities.

'Broadform liability exclusions Part K' does not apply to this Extension.

The most we will pay under this Extension for all events that happen during an annual period is \$250,000.

An excess of \$1,000 applies to each event under this Extension, unless a different amount is shown in the schedule.

L. Vibration, removal, weakening of support liability

You are insured for all sums that you become liable to pay arising from injury and/or damage that happens in New Zealand during the period of insurance, in connection with:

1. the business, and
2. the:
 - 2.1 vibration, or
 - 2.2 removal of the support, or
 - 2.3 weakening of the support, or
 - 2.4 interference with the support, of land or buildings.

'Broadform liability exclusions Part M' does not apply to this Extension.

The most we will pay under this Extension for all events that happen during an annual period is \$250,000.

An excess of \$5,000 applies for each event under this Extension, unless a different amount is shown in the schedule.

M. Welding / gas cutting / burning-off liability

You are insured for all sums that you become liable to pay arising from injury and/or damage that happens in New Zealand during the period of insurance, in connection with the following work you carry out for the business:

1. welding, or
2. gas cutting, or
3. burning-off of any substance,

provided that the welding, gas cutting or burning-off is carried out in accordance with the current New Zealand Standard appropriate to that work.

'Broadform liability exclusions Part N' does not apply to this Extension.

An excess of \$1,000 applies to each event under this Extension, unless a different amount is shown in the schedule.

► Broadform liability exclusions

The following exclusions apply to Broadform liability only. Please also read the 'General exclusions' that apply to all parts of this EasyBiz package.

A. Defects and erroneous advice

You are not insured for sums that you become liable to pay in connection with:

1. goods that are faulty or defective in:
 - 1.1 formula or pattern, or
 - 1.2 design or plan, or
 - 1.3 specification, or
2. any error or omission in:
 - 2.1 advice given by you, or
 - 2.2 medical advice or medical treatment provided by you.

B. E-commerce

You are not insured for loss, liability, prosecution or expense of any type in connection with:

1. any alteration, corruption, erasure or other use of computers, or
2. any error in creating, amending, deleting or using computers, or
3. any inability to access or use computers for any time, or at all.

C. Faulty or defective workmanship and products

You are not insured for sums that you become liable to pay in connection with any fault or defect in:

1. products, or
2. work done to or with products.

This exclusion does not exclude liability for resultant damage to property.

D. Fines / exemplary damages

You are not insured for:

1. any fine or penalty imposed on you (whether under contract or statute), or
2. punitive or exemplary damages awarded against you.

E. Forest and Rural Fires Act

You are not insured for sums that you become liable to pay under the Forest and Rural Fires Act 1977, unless you are (or would be) otherwise liable for such sums.

F. Injury to employees and family

You are not insured for sums that you become liable to pay for injury that:

1. arises out of, and in the course of, your employment of any person, or
2. is sustained by a member of your family, ordinarily living with you.

G. Liability by agreement

You are not insured for liability that you have agreed to assume under a contract unless you would otherwise have been liable in the absence of that contract.

H. Loss of use

You are not insured for loss, liability, prosecution or expense of any type in connection with loss of use of tangible property that has not suffered physical loss or physical damage, where that loss of use is caused solely by:

1. your delay in performing a contract, or
2. the failure of products to meet a level of performance, quality, fitness or durability expressly represented by you.

I. Products withdrawn from market

You are not insured for the cost to: recall, inspect, repair or replace, products that are withdrawn from the market (or from use) because of any known or suspected defect or deficiency.

J. Property you own or control

You are not insured for sums that you become liable to pay for damage to:

1. property owned by you, or
2. property in your control or possession (except for vehicles in a car park operated by you).

K. Underground services liability

You are not insured for sums that you become liable to pay in connection with any existing:

1. underground cables, or
2. underground pipes, or
3. other underground facilities.

L. Vehicle / watercraft / aircraft

You are not insured for sums that you become liable to pay in connection with:

1. ownership, possession, repair or use of any vehicle, or
2. ownership, possession, repair or use of any watercraft, or
3. watercraft exceeding 500 Gross Registered Tonnes, or
4. ownership, possession, repair or use of an aircraft, aerial device, or hovercraft, or
5. products:
 - 5.1 used in the construction of, or
 - 5.2 installed in, any aircraft, aerial device, hovercraft or watercraft that exceeds 500 Gross Registered Tonnes.

M. Vibration, removal, weakening of support

You are not insured for sums that you become liable to pay in connection with:

1. vibration, or
2. removal of the support, or
3. weakening of the support, or
4. interference with the support, of land or buildings.

N. Welding / gas cutting / burning-off liability

You are not insured for sums that you become liable to pay in connection with:

1. welding, or
2. gas cutting, or
3. burning-off of any substance, carried out by you.

Part 2: Statutory liability – claims made wording

► Basis of settlement

A. Maximum amount payable

The most **we** will pay in total for any **event** under all Parts and Extensions of this policy combined is:

1. the Broadform liability sum insured shown in the **schedule**, or
2. the sum of the limits for the relevant Extensions as shown in this policy or in the **schedule**, where those Extensions separately apply,

whichever is lesser, plus any legal costs and legal expenses payable in addition as described in 'What you are insured for Part B'.

For avoidance of doubt, if two or more Extensions could apply to cover the same **event**, the most **we** will pay in total for the **event** is the highest of the available limits, plus any legal costs and legal expenses payable in addition as described in 'What you are insured for Part B'.

B. Excess

An excess of \$500 applies for each **event**, unless a different amount is shown in this policy or in the **schedule**.

For avoidance of doubt, if two or more Extensions could apply to cover the same **event**, **we** will only apply one excess. That excess will be the highest excess.

► What you are insured for

A. Statutory fines and/or reparation

You are insured for any **fine** and/or **reparation** that a New Zealand Court or Tribunal imposes on **you** arising out of an **event**, provided that:

1. the **fine** and/or **reparation** is for a **strict liability offence** under an **Act**, and
2. **you** first become aware of the **complaint** during the **period of insurance**, and
3. **you** have advised **us** of the **complaint** as soon as possible, but no later than 30 days after the **period of insurance** ends.

We will insure any **fine** and/or **reparation** arising from that **complaint**, both during and after the **period of insurance**, based on the policy terms that applied at the time **you** advised **us** of that **complaint**.

The excess shown in the **schedule** applies for each **event** under this Insuring Clause.

B. Statutory fines and/or reparation defence costs

You are insured for all legal costs and legal expenses necessarily and reasonably incurred by **you** to defend a **complaint** that if proven, would be insured under 'What you are insured for Part A'.

We will meet these costs even if the legal action seems groundless.

For avoidance of any doubt, if **you** are unsure whether **we** will pay **your** costs and/or expenses, please consult **us** before **you** start to incur any costs and/or expenses.

C. Defence costs where acquitted

You are insured for all legal costs and legal expenses necessarily and reasonably incurred by **you** to defend a **complaint** arising out of an **event** that if proven, would be an offence (other than a **strict liability offence**) under an **Act**, provided that:

1. **you** first become aware of the **complaint** during the **period of insurance**, and
2. **you** have advised **us** of the **complaint** as soon as possible, but no later than 30 days after the **period of insurance** ends, and
3. **you** are acquitted.

We will insure **your** legal costs and legal expenses arising from that **complaint**, both during and after the **period of insurance**, based on the policy terms that applied at the time **you** advised **us** of that **complaint**.

The excess shown in the **schedule** applies for each **event** under this Insuring Clause.

For avoidance of any doubt, if **you** are unsure whether **we** will pay **your** costs and/or expenses, please consult **us** before **you** start to incur any costs and/or expenses.

D. Statutory damages cover (Privacy Act and Human Rights Act)

You are insured for **statutory damages** that you become **liable** to pay arising out of an **event** provided that:

1. you first become aware of an **action** during the **period of insurance**, and
2. you have advised **us** of the **action** as soon as possible, but no later than 30 days after the **period of insurance** ends.

We will insure **statutory damages** arising from that **action**, both during and after the **period of insurance**, based on the policy terms that applied at the time you advised **us** of that **action**.

The excess shown in the **schedule** applies for each **event** under this Insuring Clause.

E. Statutory damages defence costs

You are insured for all legal costs and legal expenses necessarily and reasonably incurred by you to defend the alleged liability for **statutory damages** that if proven, would be insured under 'What you are insured for Part D'.

We will meet these costs even if the legal action seems groundless.

For avoidance of any doubt, if you are unsure whether we will pay your costs and/or expenses, please consult **us** before you start to incur any costs and/or expenses.

F. Official investigations cover

You are insured for all legal costs and legal expenses necessarily and reasonably incurred by you in connection with an **official investigation** involving you, provided that:

1. the investigation arises out of an **event** that potentially is a **strict liability offence** under an **Act**, and
2. you first become aware of a **complaint** during the **period of insurance**, and
3. you have advised **us** of the **complaint** as soon as possible, but no later than 30 days after the **period of insurance** ends.

We will insure your legal costs and legal expenses arising from that **complaint**, both during and after the **period of insurance**, based on the policy terms that applied at the time you advised **us** of that **complaint**.

The excess shown in the **schedule** applies for each **event** under this Insuring Clause.

▶ Statutory liability exclusions

The following exclusions apply to Statutory liability only. Please also read the 'General exclusions' that apply to all parts of this EasyBiz package.

A. Continuing offences

If a **fine** and/or **reparation** is imposed for a continuing offence under an **Act**, you are not insured for the part of the **fine** and/or **reparation** relating to the period after you:

1. know an offence is being committed, or
2. ought to have known that an offence was being committed.

B. Dishonesty or fraud

You are not insured for any **event** that involves an act or omission by you that is:

1. dishonest, or
2. fraudulent.

C. E-commerce

You are not insured for **loss**, **damage**, **liability**, prosecution or expense of any type in connection with:

1. any alteration, corruption, erasure or other use of **computers**, or
2. any error in creating, amending, deleting or using **computers**, or
3. any inability to access or use **computers** for any time, or at all.

D. Health and safety in employment act 1992

You are not insured under 'What you are insured for Part A' for any **fine** or infringement fee under the Health and Safety in Employment Act 1992.

E. Intentional or reckless breach

You are not insured if you intentionally or recklessly breach an **Act**.

F. Taxes

You are not insured for any **event** in connection with a requirement to pay taxes, rates, duties, levies, charges, fees or any other kind of revenue under an **Act**.

▶ Basis of settlement

A. Maximum amount payable

The most we will pay for all **events**, in the aggregate, during an **annual period**, is \$500,000.

B. Excess

An excess of \$500 applies for each **event** or series of **events** arising from one source or cause.

For avoidance of doubt, if you are entitled to cover under more than one part under 'Part 2 – Statutory liability', then we only deduct one excess.

Part 3: Employers liability – Claims made wording

► Conditions

The following conditions apply to Statutory liability only. Please also read 'Business liability: Conditions' that apply to all parts of this Business liability policy, as well as the 'General conditions' that applies to all parts of this EasyBiz package.

A. Extended reporting period

If **we** cancel this policy or refuse to renew it, then **you** may pay an additional premium (being 50 per cent of the last premium), to extend **your** cover under this policy for another 12 months.

However, this will only cover **you** for **events** that happened before **we**:

1. cancelled the policy, or
2. refused to renew the policy.

You can not extend **your** cover if **we** cancelled the policy because **you** did not:

- a. pay the premium, or
- b. comply with any part of the policy.

If **you** do wish to extend the policy as described above, then **you** must give **us** notice that **you** wish to do so within 30 days of **our** cancelling the policy or refusing to renew it.

B. Confidentiality

You must not:

1. reveal that **you** hold this policy, or
2. disclose the terms of this policy,

if **you** are asked to do so by any investigating or prosecuting body under an **Act** (or their lawyers).

You can only give them this information if:

- a. **we** agree in writing, or
- b. **you** are bound to give the information by law.

C. Notices under Acts

You must comply with any lawful notice that **you** receive from an appropriate authority under any **Act**.

► What you are insured for

A. Civil liability – damages

You are insured for all sums that **you** become **liable** to pay (including punitive or exemplary damages) arising from **your employee** sustaining **injury**, provided that:

1. the **injury** is sustained:
 - 1.1 in New Zealand, and
 - 1.2 after the first inception-date of this policy, and
 - 1.3 in connection with the **business**, and
2. **you** first become aware of the **claim** during the **period of insurance**, and
3. **you** have advised **us** of the **claim** as soon as possible, but no later than 30 days after the **period of insurance** ends.

We will insure **your** arising from that **claim**, both during and after the **period of insurance**, based on the policy terms that applied at the time **you** advised **us** of that **claim**.

B. Civil liability – defence costs

You are insured for all legal costs and legal expenses necessarily and reasonably incurred by **you** to defend any legal action (or threat of legal action) that if proven, would be insured under 'What you are insured for Part A'.

We will meet these costs even if the legal action seems groundless.

For avoidance of any doubt, if **you** are unsure whether **we** will pay **your** costs and/or expenses, please consult **us** before **you** start to incur any costs and/or expenses.

► Employers liability exclusions

The following exclusions apply to Employers liability only. Please also read the 'General exclusions' that apply to all parts of this EasyBiz package.

A. Accident insurance

You are not insured if compensation:

1. is available under the Accident Insurance Act 1998, or
2. would have been available under the Accident Insurance Act 1998 except for the application of either:
 - 2.1 a status as an exempt employer under the Act, or
 - 2.2 **your** decision to share some of the accident risk yourself.

B. Employment Contracts Act

You are not insured for sums that **you** become **liable** to pay under the Employment Relations Act 2000.

C. Fines

You are not insured for any fine or penalty imposed on **you** (whether under contract or by statute).

D. Latent diseases

You are not insured for sums that you become liable to pay in connection with injury where:

1. the injury is caused by a disease, and
2. your employee is first exposed to the conditions leading up to the disease before the first start-date of this policy.

E. Overseas judgments

You are not insured for sums that you are liable to pay under a judgment determined by a Court other than a New Zealand Court.

This exclusion applies whether that judgment is enforceable in New Zealand or not.

► Basis of settlement

A. Civil liability – maximum amount payable

The most we will pay for all events, in the aggregate, during an annual period, is the sum insured shown in the schedule.

B. Civil liability – excess

An excess of \$500 applies to each injury sustained by your employee. The excess will be deducted from the amount of the claim.

► Conditions

The following condition applies to Employers liability only. Please also read 'Business liability - Conditions' that apply to all parts of this Business liability policy, as well as the 'General conditions' that applies to all parts of this EasyBiz package.

A. Notices under the Health and Safety in Employment Act

You must comply with any lawful notice that you receive from an appropriate authority under the Health and Safety in Employment Act 1992. You must do this within the timeframe specified in the notice. If no timeframe is given, then you must comply within a reasonable time.

► Business liability: Managing your claim

The following 'Managing your claim' section applies to all parts of this Business liability policy. Please also read the general 'Managing your claim' section that applies to all parts of this EasyBiz package.

A. Defence of liability claims

After you have made a claim, we have the sole right to:

1. act in your name and on your behalf to defend, negotiate or settle the claim as we see fit (this will be done at our expense), and
2. publish a retraction or apology (in the case of defamation proceedings).

We may appoint our own lawyers to represent you. They will report directly to us.

B. Discharge of liability claims

We may elect at any time to pay you:

1. the maximum amount payable under the policy, or
2. any lesser sum that the claim against you can be settled for.

Once we have paid this (plus any defence costs already incurred) our responsibility to you under the policy is met in full.

► Business liability: Conditions

The following 'Business liability: Condition' section applies to all parts of this Business liability policy. Please also read the 'General conditions' section that applies to all parts of this EasyBiz package.

A. Currency

All sums in this policy wording (including any attachments) and in the schedule are specified in New Zealand dollars.

► Business liability: General exclusions

The following exclusions apply to all parts of this Business liability policy. Please also read the 'General exclusions' that apply to all parts of this EasyBiz package.

A. Asbestos

You are not insured for sums that you become liable to pay in connection with any of the following:

1. the mining, processing, transporting, distributing or storing of asbestos,
2. the manufacture or processing of materials that contain asbestos,
3. any process of decontamination, treatment or control of asbestos,
4. the presence of asbestos in any building or structure,
5. pollution or contamination by asbestos.

B. Building defects

This policy does not insure loss, liability, prosecution or expense of any type connected in any way with a building or structure being affected by:

1. moisture or water build-up or the penetration of external moisture or water, or
2. the action or effects of mould, fungi, mildew, rot, decay, gradual deterioration, micro-organisms, bacteria, protozoa, or any similar or like forms,

that is caused directly or indirectly by:

- a. non-compliance with the New Zealand Building Code, or
- b. faulty design or faulty specification, including but not limited to faulty sequence, procedure or programme, or
- c. faulty materials, or
- d. faulty workmanship,

when the building or structure was constructed, manufactured, altered, repaired, renovated or maintained.

This exclusion does not apply to your liability for an event that is caused by, or directly arises from, the leakage of internal pipes, internal water systems or internal cisterns.

Optional policy 3:

Mobile business assets

Damage to insured property	19
Automatic policy extension	19
Exclusions	19
Basis of settlement	22
Claims condition	22

Optional policy 3: Mobile business assets

This policy is optional and it will only apply if specified in the schedule.

▶ Damage to insured property

You are insured for **accidental loss** to **insured property**, occurring anywhere in New Zealand.

▶ Automatic policy extension

In addition to the cover under 'Damage to insured property', we also provide the following automatic extension.

A. Natural disaster cover

You are insured for **natural disaster damage** to items of **insured property**, during the **period of insurance**.

An excess of 1% of the sum insured, or \$1,000 applies to all costs arising from any one **event**, whichever is the greater.

▶ Exclusions

The following exclusions apply to 'Mobile business assets' only. Please also read the 'General exclusions' section that apply to all parts of this EasyBiz package.

A. Types of property not covered

This policy does not insure:

1. any **insured property** during:
 - 1.1 demolition, or
 - 1.2 installation, construction or erection, or
 - 1.3 testing following any of 1.1 or 1.2 above.
2. **money**, jewellery, precious stones, furs, precious metals or bullions.
3. any of the following:
 - 3.1 motor vehicles,
 - 3.2 other mechanically or electrically propelled vehicles (including railway locomotives and rolling stock),
 - 3.3 watercraft of any kind,
 - 3.4 aircraft of any kind,
 - 3.5 accessories in or on any of the vehicles or craft in 3.1 to 3.4 above,
 - 3.6 any living creature.

B. Losses not covered

This policy does not insure:

1. any of the following types of damage to **insured property**:
 - 1.1 slowly developing deformation or distortion,
 - 1.2 marring or scratching,
 - 1.3 gradual deterioration,
 - 1.4 rot or mildew,
 - 1.5 explosion, rupture, bursting, cracking, leakage or collapse of any:
 - i. pipes, or
 - ii. economisers.
2. **loss immediately preceded by** any of the following:
 - 2.1 interruption of the supply of water, gas, electricity, or any other fuel,
 - 2.2 total or partial stoppage of work, or interruption or cessation of any process,
 - 2.3 a change in artificially controlled temperature or atmosphere.
3. **loss** caused by any of the following:
 - 3.1 action of micro-organisms, vermin or pests,
 - 3.2 corrosion (caused only by atmospheric conditions), action of light, or inherent nature of the property,
 - 3.3 wear and tear,
 - 3.4 fumes, gas, dust, smoke, soot,
 - 3.5 exposure to weather conditions if the **insured property** is not designed to be left in the open (unless reasonable precautions have been taken to protect the property from those conditions),
 - 3.6 erosion,
 - 3.7 unexplained disappearances and unexplained shortages,
 - 3.8 any fraudulent scheme or device, or false pretence practised on **you** or any other person,
 - 3.9 theft or fraud by **you** or an employee of **yours**,
 - 3.10 maintenance of **insured property**,
 - 3.11 atmospheric moisture or change in temperature,
 - 3.12 a latent (existing but not apparent) defect.
4. any of the following events:
 - 4.1 theft unless following
 - i. violent and forcible entry to, or exit from any building (or part of a building) or **robust container**, or
 - ii. violent and forcible entry to any vehicle.
 - 4.2 cracking or breakage of glass, or any other fragile or brittle substances.

These exclusions only apply to the **insured property** first affected.

They do not apply to any resultant **accidental loss** to other parts of the **insured property**.

C. Confiscation

This policy does not insure **loss, liability**, prosecution or expense of any type in connection with confiscation, nationalisation, requisition or destruction of, or damage to property by order of government, public or local authority (unless the order is given to control any **accidental loss** that is covered by this policy).

D. Consequential loss

This policy does not insure any kind of consequential loss (e.g. financial loss that occurs as a result of the loss of insured property), including the following:

1. penalties, or
2. **loss** of use of any property, or
3. delays, or
4. **loss** of market.

E. Costs not insured

This policy does not insure any of the following costs:

1. repairing or replacing faulty materials,
2. fixing faulty workmanship,
3. fixing any work performed to a faulty:
 - 3.1 design plan, or
 - 3.2 design specification, or
4. altering or modifying any part of any refrigeration or air conditioning plant to enable the plant to operate with a more ozone friendly refrigerant,
5. alterations, additions, improvements, overhauls or maintenance of any **insured property**,
6. provisional repairs unless they:
 - 6.1 are part of final repairs covered under this policy, and
 - 6.2 do not increase the total repair cost,
7. extra charges incurred for overtime,
8. work on public holidays,
9. express freight or air freight,
10. replacing expendable or replaceable parts, including (but not limited to):
 - 10.1 bulbs, valves, electronic tubes, fuses,
 - 10.2 belts, chains,
 - 10.3 batteries, tapes, ribbons, cards.

This exclusion does not apply to any resultant **loss** arising from the above.

F. Damage to machinery boiler or pressure vessels

1. Machinery

This policy does not insure any mechanical or electrical breakdown, derangement or failure of any **machine**.

This exclusion does not apply to:

- a. any damage originating completely outside the **machine** that then results in the mechanical or electrical breakdown, derangement or failure of the **machine**. However this proviso does not apply to damage originating from any:
 - i. error in: setting, programming or operating the **machine**, or
 - ii. object (including part of the **machine**) being drawn into the **machine**, or
 - iii. failure to service or maintain the **machine** correctly, and
- b. **accidental loss**:
 - i. caused by fire or explosion to other separately identifiable parts of the **machine**, or
 - ii. to other separate **insured property**,
that occurs as a result of mechanical or electrical breakdown, derangement or failure of the **machine**.

2. Boilers or pressure vessels

This policy does not insure the cost of repairing or replacing any part of a boiler or **pressure vessel** that suffers **loss** through internal failure or breakdown, including:

- 2.1 collapse or overheating, or
- 2.2 cracking or leaking, or
- 2.3 the generation of fluid pressure or vacuum (but not pressure caused by chemical explosion), or
- 2.4 explosion, overheating, rupture or bursting,
of the boiler or **pressure vessel**.

This exclusion does not apply to **accidental loss**:

- a. caused by fire or explosion to other separately identifiable parts of the boiler or **pressure vessel**, or
- b. to other separate **insured property**,
that occurs as a result of the boiler or **pressure vessel** failure or breakdown.

G. Electronic data and programs

This policy excludes loss of or damage to **electronic data** from any cause whatsoever including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

However this exclusion does not apply to physical damage to other **insured property** that results from that loss of or damage to **electronic data**, and which is not otherwise excluded.

H. Production processes

This policy does not insure **loss** of **insured property** undergoing any **production process**, unless the **loss** is caused by the abnormal operation of that process.

I. Infectious diseases

This policy does not insure **loss**, damage or interruption in connection with a Notifiable Infectious Disease under the Health Act 1956.

*Back up your computer
as often as possible
so you don't lose
valuable information.*

▶ Basis of settlement

A. Method of indemnity

We will indemnify you by whichever of the following options we choose.

We will:

1. pay the cost of repairs to restore the **insured property** as near as possible to the condition it was in immediately prior to the **loss**, or
2. replace the **insured property** with property of similar condition, or
3. pay an amount equal to the indemnity value of the **insured property**.

However, if the **insured property** is under two years of age we will **reinstate** the property provided that you supply us with sufficient evidence of the items' age.

B. Maximum amount payable

The most we will pay:

1. for any one item, is the specific sum insured shown in the **schedule** for that item, and
2. for all items within a category, is the total sum insured shown in the **schedule** for that particular category,

during an **annual period** unless a different amount is shown in this policy wording.

C. Excess

The excess shown in the **schedule** will be deducted from the amount of the **loss** for each **event**.

Where your claim includes theft or **burglary** of portable computing device(s) or video data projector(s), the excess to be applied to the total claim is:

1. \$1,000 for each portable computing device and each video data projector, or
2. the specific burglary or theft excess shown in the **schedule**, whichever is the higher.

D. Reinstatement of the sum insured

After we have paid a claim under this policy, we will reinstate your sum insured. We may ask you to pay an additional premium for this. If we do, you must pay the additional premium.

▶ Claims condition

The following condition applies to 'Business assets' only. Please also read the 'General conditions' section that applies to all parts of this EasyBiz package.

A. Branded stock

If any salvage is branded goods or merchandise, we will not dispose of these items by sale unless you agree. If you do not agree, the value of the salvage will be deducted from any claim payment.

Optional policy 4:

Income protection

Insured events	23
Automatic policy extensions	25
Exclusions	25
Basis of settlement	26
Claims conditions	26

Optional policy 4: Income protection

This policy is optional and it will only apply if specified in the schedule.

▶ Insured events

The following 'Insured events' apply only when you have taken that item and it is specified in the **schedule**.

Event 1: Death cover

1. Death

We will make a payment to you, if the **insured person** dies as a result of an **injury** that occurs during the **period of insurance**.

We will pay the sum insured shown in the **schedule** for 'Event 1'.

2. Funeral costs

You are insured for funeral costs, in excess of any entitlement recoverable from any other organisation, if the **insured person** dies as a result of an **injury** covered by 'Event 1 Item 1' (above).

The most we will pay for funeral costs for the death of any one **insured person** is \$2,500.

Event 2: Permanent disablement

1. Permanent disablement

We will make a payment to you, if the **insured person** suffers permanent **total disablement** caused by an **injury** that occurs during the **period of insurance**.

We will pay for the types of permanent **total disablement** shown in the table below.

The most we will pay for each type of permanent **total disablement** is:

[the sum insured shown in the **schedule** for 'Event 1'] x

[the corresponding percentage (shown below)].

Type of permanent disablement	% Payable
Permanent and incurable total disablement	100%
Permanent and total loss of sight in one or both eyes	100%
Permanent and total loss of speech	100%
Permanent and total loss of hearing in both ears	100%
Loss of use of any arm(s) and/or leg(s)	100%
Loss of use of both hands or both feet	100%
Loss of use of one hand	75%
3rd-degree burns or disfigurement by burns, covering more than 30% of body	60%
Permanent and total loss of hearing in one ear	35%
Loss of use of one foot	35%
Loss of use of a finger	15%
Loss of use of a finger up to a maximum of 5 fingers	15% per finger
Loss of use of a toe	7.5%
Loss of use of more than one toe, up to a maximum of 5 toes	7.5% per toe

2. Damage to teeth

You are insured for dental costs, in excess of any entitlement recoverable from any other organisation, if the **insured person** suffers **loss** or damage to teeth as a result of an **injury** covered by 'Event 2 Item 1' (above).

The most **we** will pay is \$1,000 for any **event**.

3. Rehabilitation costs

You are insured for the costs of therapy, tuition or professional advice, in excess of any entitlement recoverable from any other organisation, that are incurred as part of a programme to:

- 3.1 assist the **insured person** to recover and return to their **occupation**, or
- 3.2 as part of a programme to retrain the **insured person** for a new occupation,

provided that:

- a. it is undertaken with **our** prior consent, and
- b. it is undertaken with the support of the **insured person's** doctor, and
- c. it is as a result of an **injury** covered by 'Event 2 Item 1' (above).

The most **we** will pay for any **event** is:

- i. \$1,000 per calendar month, or
- ii. \$12,000 in total,

whichever is the lesser.

4. Prosthetic aids

You are insured for the cost of necessary Prosthetic Aids, in excess of any entitlement recoverable from any other organisation, which the **insured person** requires as a result of an **injury** covered by 'Event 2 Item 1' (above).

The most **we** will pay is \$1,000 for any **event**.

Event 3: Temporary total disablement (injury)

1. Temporary disablement payment

We will make a payment to **you**, if the **insured person** suffers temporary **total disablement** caused by an **injury** that occurs during the **period of insurance**.

The most **we** will pay per week is:

1.1 the sum insured shown in the **schedule** for 'Event 3', or

1.2 the **insured person's** earnings,

whichever is the lesser.

If the payment period exceeds 12-months, **we** will increase the payments made after the first 12-months by any percentage increase of the Consumer Price Index recorded in New Zealand over the first 12-month period.

2. Rehabilitation costs

You are insured for the costs of therapy, tuition or professional advice, in excess of any entitlement recoverable from any other organisation, provided that:

2.1 the costs are incurred as part of a programme to assist the **insured person** to recover and return to their **occupation**, and

2.2 it is undertaken with **our** prior consent, and

2.3 it is undertaken with the support of the **insured person's** doctor,

2.4 it is as a result of an **injury** covered by 'Event 3 Item 1' (above).

The most **we** will pay for any **event** is:

a. \$500 per calendar month, or

b. \$6,000 in total,

whichever is the lesser.

Event 4: Temporary total disablement (illness)

1. Temporary disablement payment

We will make a payment to **you**, if the **insured person** suffers temporary **total disablement** caused by an **illness** that occurs during the **period of insurance**.

You are not insured for any **illness** that occurs during the first 14-days of the first **period of insurance**.

The most **we** will pay per week is:

1.1 the sum insured shown in the **schedule** for 'Event 4', or

1.2 the **insured person's** earnings,

whichever is the lesser.

If the payment period exceeds 12-months, **we** will increase the payments made after the first 12-months by any percentage increase of the Consumer Price Index recorded in New Zealand over the first 12-month period.

2. Rehabilitation costs

You are insured for the costs of therapy, tuition or professional advice, in excess of any entitlement recoverable from any other organisation, provided that:

- 2.1 the costs are incurred as part of a programme to assist the **insured person** to recover and return to their **occupation**, and
- 2.2 it is undertaken with **our** prior consent, and
- 2.3 it is undertaken with the support of the **insured person's** doctor,
- 2.4 it is as a result of an **injury** covered by 'Event 4 Item 1' (above).

The most **we** will pay for any **event** is:

- a. \$500 per calendar month, or
- b. \$6,000 in total,

whichever is the lesser.

Event 5: Medical expenses

1. Medical expenses

You are insured for **medical expenses** reasonably incurred as a result of an **injury** or **illness** covered by 'Events 1 – 4'.

The most **we** will pay is \$5,000 for any **event**.

► Automatic policy extensions

A. Continuity of cover

When an **injury** or **illness** occurs during the **period of insurance**, **we** will provide cover for 'Events 1-5' after the **period of insurance** expires, provided that:

1. the subsequent 'Events 1-5' first commences within 12-months of the **injury** or **illness** first occurring, and
2. the subsequent 'Events 1-5' is caused by the same **injury** or **illness**, and
3. the **insured person** was originally insured for the 'Event' from 'Events 1-5' that arises.

B. Worldwide cover

This policy covers the **insured person** in New Zealand, and anywhere else in the world, provided the **insured person** does not leave New Zealand on a long-term or permanent basis.

If the **insured person** intends to travel out of New Zealand for a period of 6-months or longer, **you** must tell **us**.

We may modify the terms of this policy depending on the **insured person's** travel and residency plans.

► Exclusions

A. Events not covered

You are not insured for **injury** or **illness** in connection with any of the following:

1. the **insured person's** suicide or attempted suicide,
2. the normal effects of childbirth or pregnancy,
3. any psychiatric or psychological conditions including mental stress,
4. any sexually transmitted disease, or
5. Human Immunodeficiency Virus (HIV) and/or HIV-related illness, including: Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivative or variations of HIV, or
6. the **insured person** being under the influence of any intoxicating liquor, narcotics or drugs (unless the drugs use has been prescribed by a medical practitioner).

B. Activities not covered

You are not insured for **injury** or **illness** in connection with the **insured person's** participation in:

1. any professional sporting activities, including:
 - 1.1 training, or
 - 1.2 coaching, or
 - 1.3 participation in, or
2. air travel other than:
 - 2.1 as a fare-paying or ticket-holding passenger in an aircraft fully licensed for the carriage of passengers for hire or reward and operated by a regular airline or established charter service, or
 - 2.2 as a passenger in any top dressing or aerial survey plane, where the **insured person** is there for the purpose of directing the pilot, or
3. any criminal acts punishable by imprisonment, or
4. any:
 - 4.1 rodeo activities, polo, hunting on horseback, or
 - 4.2 microlite flying, sky diving, parachuting, hang gliding, paragliding, base jumping, bungee jumping, or
 - 4.3 mountaineering, rock climbing, abseiling, pot holing or caving, or
 - 4.4 martial arts, wrestling, boxing, or
 - 4.5 skiing or snowboarding outside designated ski fields, or while ski fields are closed, or
 - 4.6 motor vehicle racing, motor cycle racing and motor rallying, or
 - 4.7 diving below 18 meters unless a certified diving qualification is held and the dive is within the limits of that qualification, or
 - 4.8 ocean yachting where Customs clearance is gained or required to be gained on departure from New Zealand, power boat racing, white or black water rafting unless under the direct supervision of a licensed rafting company.

► Basis of settlement

A. Lump sum payments – events 1 & 2

1. Maximum amount payable

If as a result of an **event**, the **insured person** suffers multiple **injuries**, the most **we** will pay for that **event** is:

- 1.1 the sum insured shown in the **schedule** for 'Event 1' if the **insured person** dies, or
- 1.2 the highest individual percentage (as listed in 'Event 2') of the **injuries** sustained by the **insured person**.

B. Weekly payments – events 3 & 4

1. Only one insured event can be claimed

We will only pay for one of 'Events: 3 or 4' for the same **event**.

2. Maximum number of weeks

The maximum period **we** will pay for under 'Insured events 3 or 4' is 104 weeks.

3. Deferment period

If any deferment period is shown in the **schedule**, **we** will not commence weekly payments until that period has expired.

C. Recurrence of events

If the **insured person** suffers a recurrence of 'Insured events 3 or 4', and:

1. the recurrence occurs within 6-months of the end of the previous period of **total disablement** or **partial disablement**, and
2. the recurrence arises from the same **injury** or **illness** that **we** have already paid a benefit for,

then,

- a. no further deferment period is payable, and
- b. the previous period of **total disablement** or **partial disablement** will be deducted from the 104-week maximum period.

D. Accident compensation

The weekly benefit payable for 'Insured events 3 or 4' will be reduced by the amount of any compensatory payments (whenever received) under the Injury Prevention Rehabilitation and Compensation Act 2001.

► Claims conditions

A. Medical treatment

You must ensure that the **insured person**:

1. obtains medical treatment from a registered doctor or hospital as soon as possible following the **injury** and/or **illness**.
2. follows any medical advice and/or treatment provided.

B. Medical examinations

After **you** have made a claim, **we** may request that:

1. the **insured person** has one or more medical examinations,
2. a post mortem examination is carried out if the **insured person** dies.

If **we** request either of these, **we** will pay the costs.

C. Other accident insurance

1. If any other accident insurance is available (either public or private), **you** must also make a claim under that insurance.
2. **You** must tell **us** immediately if any other insurer (either public or private) declines, for any reason, a claim relating to an **injury** and/or **illness** by this policy.

D. Death to be presumed

If the **insured person** disappears, their death will not be presumed unless they have been missing for more than 12-months. However, if:

1. it can be reasonably assumed that the disappearance is due to death by **injury**, then **we** shall consider the disappearance to fall under 'Event 1', and
2. at any future date, the **insured person** subsequently re-appears, **you** must return any payment **we** make.

E. Other insurance

You must notify **us** as soon as **you** know of any other insurance policy that covers **you** for any of the risks covered under this policy.

If **you** or anyone else who is covered under this policy can claim under any other insurance, **we** will only pay over and above the limit payable by the other insurance.

This condition does not apply to 'Events 1 and 2'.

General exclusions	
General exclusions	27
Managing your claim	
Managing your claim	28

General exclusions

The following exclusions apply to all policies in this EasyBiz package.

A. Terrorism

This policy does not insure any **loss, liability**, prosecution or expense of any type in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

B. Nuclear

This policy does not insure any **loss, liability**, prosecution or expense of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
 - a. any nuclear fuel, or
 - b. any nuclear waste from the combustion or fission of nuclear fuel.
2. nuclear weapons material.

C. War

This policy does not insure any **loss, liability**, prosecution or expense of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:

War, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

D. Seepage, pollution and contamination

This policy does not insure **loss, liability**, prosecution or expense of any type in connection with seepage, pollution or contamination.

▶ Managing your claim

A. Your obligations

1. Advise us

If **you** become aware of any situation that is likely to give rise to a claim, **you** must contact **us** immediately.

2. Minimise the loss

You must take all reasonable steps to minimise the claim and avoid any further loss or liability arising.

3. Notify the police

You must immediately lay a complaint with the Police if **you** suspect burglary, theft, arson or intentional damage has occurred.

4. Provide full information

When **you** make a claim, **you** consent to **your** personal information in connection with the claim being:

4.1 disclosed to **us**, and

4.2 transferred to the Insurance Claims Register Limited.

You must:

- a. give **us** free access to examine and assess the claim, and
- b. send any relevant correspondence or documents to **us**, and
- c. complete a claim form or statutory declaration to confirm the claim if **we** request it, and
- d. provide any other information, proof of ownership or assistance that **we** may require at any time.

5. Be truthful

If **your** claim is dishonest or fraudulent in any way, **we** may:

- 5.1 decline **your** claim either in whole or in part, or
- 5.2 declare this policy or all policies **you** have with **us** to be unenforceable from the date of the dishonest or fraudulent act.

This is at **our** sole discretion.

6. Do not admit liability

You must not:

- 6.1 admit **you** are **liable**, or
- 6.2 do or say anything that may prejudice **our** ability to defend the claim against **you** or take recovery action in **your** name.

7. Do not dispose of property

You must not dispose of any property involved in **your** claim until **we** have given **you** permission to do this.

8. Incurring costs

All costs claimed for under this policy must be necessarily and reasonably incurred.

You are not authorised to start any repairs without **our** permission unless the repairs are necessary to prevent further **loss** or **liability**.

B. Managing your claim

1. Subrogation

Once **we** have accepted any part of **your** claim under this policy, **we** may assume **your** legal right of recovery.

If **we** initiate a recovery **we** will include **your** excess, and any other uninsured losses suffered by **you**. Where **we** do this, **you** agree to pay **your** proportional share of the recovery costs, and subsequently the proceeds of the recovery will be shared on the same proportional basis, except that **we** will reimburse **your** excess first.

You must fully co-operate with any recovery process. If **you** do not, **we** may recover from **you** the amount paid in relation to the claim.

2. Reparation or compensation

If any person is ordered to make reparation or compensation to **you** for an **event** **we** have fully compensated **you** for, then **you** must tell **us**. Any payments received, must first reimburse **our** claims payment(s) up to the amount of any reparation or compensation received.

General conditions

General conditions 29

General definitions

General definitions 30

General conditions

A. How we administer this policy

1. Cancellation and modification

1.1 By You

You may ask **us** to cancel or modify this policy at any time. **We** must agree in writing to any modification before it will take effect.

1.2 By Us

We may cancel or modify this policy by advising **you** (or **your** Agent) by letter, fax or email. Cancellation or modification will take effect at 4.00pm, on the 30th day after the date of **our** advice.

We will refund the proportion of unused premium paid, calculated from the date of cancellation.

If **you** pay **your** premium by instalments, **you** must pay **us** any unpaid instalments that are due.

2. Other insurance

You must notify **us** as soon as **you** know of any other insurance policy that covers **you** for any of the risks covered under this policy.

If **you** or anyone else who is covered under this policy can claim under any other insurance, **we** will only pay over and above the limit payable by the other insurances.

3. Interests of other parties

If **we** are advised of any party having a financial interest over **your** insured assets, **we** may pay part or all of any valid claim proceeds to that party to the extent of their interest. This will form part of **our** obligations to **you** under this policy.

You consent to **us** transferring **your** relevant personal information to that party.

4. Separate insurance

If more than one person or entity is named as 'The Insured' in the **schedule**, then all the parties are insured separately (as though a separate policy had been issued to each person/entity)

However, the maximum amount **we** will pay to all parties, is the amount stated in each part of this policy.

5. GST

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:

5.1 all sums insured exclude GST, and

5.2 all sub limits exclude GST, and

5.3 all excesses include GST, and

5.4 GST will be added, where applicable, to claim payments.

6. Monthly premiums

If **you** choose to pay the premium monthly, then:

6.1 **you** must use the Deduction Authority **we** require, and

6.2 this policy is for the initial **period of insurance** starting on the 'from' date and ending on the 'to' date stated in the **schedule**.

The policy will be renewed for further monthly periods of insurance (as indicated in the **schedule**) by payment of each monthly premium due under the Deduction Authority.

B. Laws & Acts that govern this policy

1. Acts of parliament

Where this policy refers to any Act of Parliament, it also includes any sub-ordinate legislation made under it, and any subsequent Acts or Regulations.

2. Governing law and jurisdiction

The law of New Zealand applies to this policy and the New Zealand Courts have exclusive jurisdiction.

3. Insurance Law Reform Acts

The exclusions and conditions in this policy are subject to **your** rights under the Insurance Law Reform Acts 1977 and 1985.

C. Your obligations

1. Comply with the policy

You (and any other person or entity **we** cover) must comply with the conditions of this policy at all times. If **you** fail to comply, **we** may not pay **your** claim.

2. Provide accurate information

You must make sure all statements and representations that are made to **us**, at any time, either by **you** or anyone else, are truthful and complete.

3. Reasonable care

You must take reasonable care at all times to avoid circumstances that could result in a claim. **Your** claim will not be covered if **you** are reckless or grossly irresponsible.

4. Change in circumstances

You must tell **us** immediately if there is a material:

4.1 increase in the risk insured, or

4.2 alteration of the risk insured.

Once **you** have told **us** of the change, **we** may then cancel or alter the premium and/or terms of this policy.

If **you** fail to notify **us** about a change in the risk insured, **we** may:

- a. declare this policy unenforceable, or
- b. decline any subsequent claim either in whole or in part.

These actions will be taken from the date **you** knew, or ought to have known, of the increase or alteration in the risk insured.

Information is "material" where we would have made different decisions about either:

- a. accepting your insurance, or
- b. setting the terms of your insurance,

if we had known that information. If in any doubt, notify us anyway.

General definitions

The following definitions apply to all policies in this EasyBiz package, except where indicated otherwise.

The definitions apply to the plural and any derivatives of the bolded words.

For example, the definition of 'accidental' also applies to the words 'accidentally', 'accident' and 'accidents'.

accessory

Any accessories and spare parts of the **vehicle** (including when temporarily removed from the **vehicle**), such as, but not limited to:

1. on board computers, or
2. telephone installations, or
3. load securing or protection equipment,

but excluding any item of electrical or communication equipment not permanently connected to the **vehicle's** electrical system.

accident

(Commercial motor vehicle only)

Unexpected and unintended by **you** and anyone using the **vehicle**.

accidental

Unexpected and unintended by **you**.

Act

Any Act of the New Zealand Parliament that is in force at the start of each **period of insurance** and any Statutory Regulations that the Government makes under such Acts.

However, **you** are not insured under the following Acts:

1. the Arms Act 1983, and
2. the Aviation Crimes Act 1972, and
3. the Commerce Act 1986, and
4. the Crimes Act 1961, and
5. the Criminal Investigations (Blood Samples) Act 1995, and
6. the Land Transport Act 1998, and
7. the Misuse of Drugs Act 1975, and
8. the Proceeds of Crime Act 1991, and
9. the Summary Offences Act 1981, and
10. the Transport (Vehicle and Driver Registration and Licensing) Act 1986, and
11. any other Acts that are listed on the **schedule** as 'Additional Excluded Acts'.

We do not insure **you** against committing serious or violent crimes.

act of terrorism

Includes any act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that:

- a. involves violence against one or more persons, or
- b. involves damage to property, or
- c. endangers life other than that of the person committing the action, or
- d. creates a risk to health or safety of the public or a section of the public, or
- e. is designed to interfere with or disrupt an electronic system.

action

Whichever of the following that occurs first:

1. an official complaint of a breach (or potential breach) of either the Privacy Act 1993 or the Human Rights Act 1993 against **you**, or
2. a civil proceeding alleging a breach (or potential breach) of either the Privacy Act 1993 or the Human Rights Act 1993 brought against **you**, or
3. an event that **you** become aware of, that is likely to lead to either 1. or 2. above.

agreed total loss

Where repair costs, as determined by **us**, equal or exceed 75% of the **vehicle's** market value.

annual period

The **period of insurance**. However, if:

1. **you** pay the premium monthly, or
2. the **period of insurance** is for more than 12 months,

the annual period is any one 12-month period calculated from the date this policy first started, and consecutively thereafter.

authorised person

Any:

1. of **your** employees with authority to control the conduct of the **driver** of the **vehicle** concerned, and
2. other person who is of such senior capacity within **your** business that his or her knowledge is deemed at law to be the knowledge of **you**.

bodily injury

The **accidental** death of, or the **accidental** bodily injury to any person during the **period of insurance**, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

business

The business described in the **schedule**.

claim

Any of the following:

1. any claim made against **you**,
2. any notice **you** receive from any other person that they intend to make a claim against **you**,
3. any situation where **you** become aware that there is likely to be a claim made against **you**, in connection with an **injury**.

complaint

Whichever of the following that occurs first:

1. an official complaint of a breach (or potential breach) of an **Act** against **you**, or
2. a prosecution (or notice of intended prosecution) under an **Act** brought against **you**, or
3. an event that **you** become aware of, that is likely to lead to either 1. or 2. above.

computer virus

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to "Trojan Horses", "Worms" and "Time or Logic Bombs".

computers

Includes any data, computer hardware, operating system, computer network, equipment, websites, servers, extranet, software applications, software, computer chip including, microprocessor chip and coded instructions as well as any new technology, product or service replacing existing computer equipment.

damage

Any of the following:

1. **accidental** physical loss or **accidental** physical damage to any tangible property, including its subsequent loss of use,
2. **accidental** loss of use of any tangible property that has not suffered physical loss or physical damage.

driver

The person driving the **vehicle**, including the person operating any component of the **vehicle** (for example - a crane).

earnings

1. Salary Or Wages

The **insured person's** weekly pre-tax income (excluding commissions, bonuses, overtime payments and any allowances) averaged over:

- a. a period of 12-months before the disablement occurred, or
- b. any shorter period that he or she has been employed.

2. Self Employed

The **insured person's** weekly pre-tax income derived from their personal enterprise (after deducting all operating expenses from the business or practice) averaged over:

- a. a period of 12-months before the disablement occurred, or
- b. any shorter period that he or she has been self-employed.

electronic data

Facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

employee

An employee directly employed by **you** in the **business**.

event

Any one event or series of events arising from one source or original cause.

event

(Broadform liability only)

Any one event (including continuous or repeated exposure to conditions) or series of events arising from one source or original cause.

event

(Statutory liability only)

An **accidental** event that:

1. occurs in New Zealand, and
2. occurs after the **retroactive date**, and
3. is connected with **your** business as described in the **schedule**.

event

(Employers liability only)

Any one **claim** or series of **claims** arising from one source or original cause.

event

(Income protection only)

Any one **injury** or **illness** or any series of **injuries** or **illnesses** resulting from the same cause.

fine

The amount of money **you** are sentenced to pay as a fine or infringement fee (including court costs).

This does not include compliance or remedial costs.

general average

General average and salvage charges incurred to avoid a loss covered under this policy, that are determined by the contract of carriage, and/or the governing law and practice of the carriage.

group of related companies

A group of companies related to one another by virtue of such ownership.

illness

Sickness or disease.

immediately preceded by

The event occurring immediately in sequence prior to the **loss**. *If there is a chain of events, this will be the last event occurring immediately prior to the loss.*

injury

(Broadform liability only)

Any of the following:

1. the **accidental** death of, or the **accidental** bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury,
2. false arrest, false imprisonment, malicious prosecution or malicious humiliation,
3. defamation, or publication that violates any individual's right to privacy, except:
 - a. defamation where **you** know the statement is false, and
 - b. defamation or publication that involves advertising, broadcasting or telecasting activities conducted by **you**, or on **your** behalf,
4. wrongful entry or eviction, or any other invasion of the right of private occupancy,
5. battery or assault, provided that:
 - a. it is not committed by **you**, or
 - b. it is not committed under **your** direction,

unless it is committed to prevent or eliminate danger to persons or property.

injury

(Employers liability only)

The **accidental** death of, or the **accidental** bodily injury to any person during the **period of insurance**, including sickness, disease, disability, shock, fright, mental anguish or mental injury.

injury

(Commercial motor vehicle only)

A bodily injury caused solely and directly by violent, accidental, external and visible means.

injury

(Income protection only)

A bodily injury caused solely and directly by violent, accidental, external and visible means, including exposure to the elements and medical misadventure.

insured person

The person named as 'Insured Person' in the **schedule**.

insured property

(Mobile business assets only)

Any tangible item of property that is:

1. machinery, plant, tools and employee's effects, and
2. **stock**, and
3. customer's goods owned by **you**, or for which **you** are responsible, and used for the business stated in the **schedule**.

liable

Legally liable according to the law that applies in the circumstances.

loss

Physical loss or physical damage occurring during the **period of insurance**.

loss of use

Either:

1. the physical severance of part of the **insured person's** body, or
2. permanent, incurable and total loss of use (including permanent paralysis) of part of the **insured person's** body.

machine

Any device that:

1. converts and directs motion or energy, or
2. performs any electronic process,

including any protective component connected with that device.

market value

The reasonable sale price of the same, or a comparable **vehicle**, of similar pre-loss age, usage and condition, including the value of any **accessories**.

medical expenses

All medical, surgical, hospital and nursing home expenses for inpatient or outpatient treatment provided they result from an **injury** or **illness** that entitled the **insured person** to a benefit payable under 'Events 1 – 4'.

mechanical plant

A **vehicle**, that has either plant or machinery attached to it, or is primarily designed as mobile plant or machinery.

mobile mechanical plant

A **vehicle**, that has either plant or machinery attached to it, or is primarily designed as mobile plant or machinery.

money

Any of the following, where they are associated solely with **your** business operations:

1. current coin, bank and currency notes,
2. cheques and travellers' cheques,
3. bank drafts and money orders,
4. phone cards,
5. unused postage and revenue stamps,
6. credit card vouchers, redeemable vouchers and tokens,
7. franking machine credits,
8. other negotiable instruments.

natural disaster damage

Damage or **loss** that results directly from:

1. earthquake, subterranean fire, volcanic eruption, tsunami, geothermal activity, hydrothermal activity, or fire caused by any of these, or
2. measures taken under proper authority, following an event listed in 1. to:
 - a. avoid its spreading, or
 - b. reduce its consequences.

North America

Any territory under the jurisdiction of the laws of The United States of America or Canada.

occupation

The **insured person's** business or occupation as shown in the **schedule** or any other occupation that he or she is reasonably qualified for by education, training or experience.

official investigation

An investigation:

1. by a body empowered under an **Act** to investigate, and
2. relating to a breach or potential breach of an **Act**.

partial disablement

An **injury** or **illness** to the **insured person** that results directly in their inability to engage in, perform, or attend to a substantial part of their **occupation**.

period of insurance

The period **you** are insured for. This is shown in the **schedule**.

pollution

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

pressure vessel

The parts of any **insured property** or vessel that during ordinary use are subjected to either generated fluid pressure or vacuum, including:

1. all integral parts, and
2. controls, and
3. systems (other than systems forming part of a building or structure).

production process

Any process of producing, making, treating or servicing goods.

products

Any of the following:

1. any goods that **you** sell, supply, distribute, manufacture, construct, erect or install, including any item that is used to contain those goods/products (provided the container is not a **vehicle**), and
2. that part of any tangible property that **you** work on, but not any other separate component of that property.

reinstatement

1. Where property is destroyed: replacement by an equivalent building or equivalent plant, or
2. Where property is damaged but not destroyed: restoration of the damaged part of the property to a condition that is substantially the same as, but not better nor more extensive than, its condition when new.

repair

Repair, alter, renovate, service or install.

reparation

The amount of money **you** are sentenced to pay as reparation under section 32 of the Sentencing Act 2002.

This does not include compliance or remedial costs.

retroactive date

A date that is 6-months before the original start date of this policy, unless a different date is shown in the **schedule**. However, if no previous policy has been held, the retroactive date will be the inception date of this policy.

robust container

Any:

1. shipping container or similar, or
2. portable shed or similar structure, or
3. non-portable strongbox, such as a metal or wooden container that has been built into, or secured to a **vehicle**.

schedule

The latest version of the Policy Schedule **we** issued to **you** for this policy.

statutory damages

Damages recoverable under the Privacy Act 1993 or the Human Rights Act 1993.

strict liability offence

A type of offence at law, where a conviction can be obtained against **you** without the normal requirement of proof of **your** intention to commit the offence.

stock

Stock and materials in trade.

subsidiary

A company with more than half the nominal value of its equity share capital owned by a parent company, either directly or through other subsidiaries.

temporarily removed

Contents of buildings that:

1. **you** have removed from its original location for a particular purpose, and
2. **you** intend to return it to its original location, once that purpose has been served.

total disablement

An **injury** or **illness** to the **insured person** that results directly in their inability to engage in, perform, or attend to any part of their **occupation**.

undamaged

Not damaged physically and directly by an event that would be covered by this policy.

vehicle

Any:

1. motor vehicle, or
2. machine on wheels, tracks or rollers (but not rails) that is propelled by its own power, or
3. anything, other than a watercraft, designed to be towed by either 1. or 2. above.

vehicle

(Commercial motor vehicle only)

Any:

1. motor vehicle, or
2. machine on wheels, tracks or rollers (but not rails) that is propelled by its own power, or
3. amphibious vehicle, but only while located on land, or
4. anything designed to be towed by either 1. or 2. above,

as specified in the **schedule**.

This also includes its **accessories**.

we

State, a business division of IAG New Zealand Limited. We may also use the words 'us', 'our' or 'company' to describe State.

you

The person(s) or entity named in the **schedule** as 'The Insured'. **We** may also use the word 'insured' to describe **you**.

you

(Broadform liability only)

Any person or entity named in the **schedule** as 'The Insured'.

This includes any of the following, provided they are living or based in New Zealand:

1. any existing subsidiary company of that entity,
2. any existing:
 - a. joint venture, or
 - b. other company, over which that person or entity, exercises more than 50% management control,
3. any director, executive officer, employee or partner of:
 - a. that person or entity, or
 - b. any entity referred to in 1. and 2. above, but only while acting in that capacity,
4. any office bearer or member of a social club, social sporting club or **your** employee superannuation fund that has been formed by:
 - a. that person or entity, or
 - b. any entity referred to in 1. and 2. above, but only while acting in that capacity, or in connection with the activities of the club or fund,
5. any new organisation that the person or entity acquires through consolidation, merger, purchase of the assets, or assumption of control and active management, provided that:
 - a. the new organisation is acquired during the **period of insurance**, and
 - b. the acquisition is notified to **us** within 90 days after it takes effect,
6. any principal who is party to a contract with:
 - a. that person or entity, or
 - b. any entity referred to in 1. and 2. above, but only for the principal's vicarious liability that arises out of that persons or entity's actions under that contract.

We may also use the word 'insured' to describe **you**.

you

(Statutory liability only)

Any person or entity named in the **schedule** as 'The Insured' including any director, executive officer, employee or partner while they are acting in that capacity.

We may also use the word 'insured' to describe **you**.

State has relationships with insurance intermediaries who issue our policies. State is a business division of IAG New Zealand Limited. IAG New Zealand Limited pays remuneration to brokers and insurance intermediaries when they issue State policies, and when these policies are renewed or varied. This policy document is subject to copyright.

Form no: SI1012/3
Issued: May 2011