

# Building Professionals Errors & Omissions Indemnity

*Policy Wording*

Underwritten by  **CBLinsurance**



Guarantees and insurance for the building industry

## TABLE OF CONTENTS

	Page		Page
SECTION 1 - INSURING CLAUSES	2	3 Settlement	6
1 Professional Liability	2	4 Claims Cooperation	6
2 Costs and Expenses	2	5 Fraudulent Claims	6
SECTION 2 - AUTOMATIC EXTENSIONS	2	SECTION 6 – GENERAL CONDITIONS	6
1 Consultants, Sub-Contractors and Agents	2	1 Limit of Indemnity	6
2 Libel and Slander	2	2 Jurisdictional Cover	6
3 Intellectual Property	2	3 Territorial Cover	6
4 Loss of Documents	2	4 Deductibles	6
5 Estates and Legal Representatives	2	5 Cancellation	6
SECTION 3 - OPTIONAL EXTENSIONS	2	6 Subrogation	6
1 Run-Off Cover Insured Entity or Subsidiary	3	7 Examination	6
2 Automatic Reinstatement	3	8 Other Insurance	7
3 Defence Costs Cover for Breach of Statutory Obligations	3	9 Material Change to Risk	7
SECTION 4 - EXCLUSIONS	3	10 Governing Law	7
1 Contractual Liability	3	11 Confidential Obligations	7
2 Retroactive Date	3	12 Currency	7
3 Contractors All Risks and Public Liability Policies	3	13 Premium Warranty	7
4 Bodily Injury and Property Damage	3	SECTION 7 - DEFINITIONS	7
5 Employer's Liability	4	1 Claim means	7
6 Owners & Occupiers Liability	4	2 Costs and Expenses	7
7 Aircraft & Watercraft	4	3 Discovery Period	7
8 Prior Matters	4	4 Documents	7
9 Fraud and Dishonesty	4	5 Employee	8
10 Related Parties	4	6 Insured means	8
11 Financial Estimates	4	7 Limit of Indemnity	8
12 Building Surveys	4	8 Loss means	8
13 War	4	9 Loss does not include	8
14 Terrorism	4	10 Period of Cover means	8
15 Radiation & Nuclear	5	11 Premium means	8
16 Pollution	5	12 Building and Related Service Activities means	8
17 Infrastructure	5	13 Pollutant means	8
18 Products & Workmanship	5	14 Retired Employee means	8
19 Financial Failure & Trading Debts	5	13 Schedule means	8
20 Overseas Jurisdiction	5	14 Subsidiary means	8
SECTION 5 – CLAIMS CONDITIONS	5	15 Terrorism means	8
1 Notification of Claims	5		
2 Claims Handling	5		

## FINANCIAL STRENGTH RATING

CBL Insurance Limited has a financial strength rating of A- (Excellent) and an outlook of Stable provided by A.M. Best.

A.M. Best financial strength rating scale

Secure			Vulnerable				
Superior	Excellent	Good	Fair	Marginal	Weak	Poor	Regulatory Action
A++, A+	A, A-	B++, B+	B, B-	C++, C+	C, C-	D	E, F, S

# BUILDING PROFESSIONALS ERRORS & OMISSIONS INSURANCE POLICY



***In consideration of payment of the Premium, and in reliance on the written proposal, declaration and all other underwriting information provided, which shall be deemed to be incorporated into and be the basis of this Policy, we CBL Insurance Limited (hereinafter referred to as 'the Insurer') will, in accordance with, and subject to the terms, conditions, limitations and endorsements of this policy, indemnify the Insured as follows.***

## SECTION 1 – INSURING CLAUSES

### 1.1 Professional Liability

The Insurer will pay on behalf of the Insured the Loss which the Insured becomes legally liable to pay as a result of Claim first made against the Insured during the Period of Cover and which is notified to the Insurer during the Period of Cover, arising from any act, error or omission of the Insured in the provision of Building and Related Service Activities specified in the Schedule.

### 1.2 Costs and Expenses

The Insurer will also pay the Costs and Expenses incurred with the written consent of the Insurer in the defence or settlement of any Claim covered by this policy, provided always that such Costs and Expenses shall be part of, and not in addition to, the Limit of Indemnity.

## SECTION 2 – AUTOMATIC EXTENSIONS

The following extensions are provided at no additional premium and subject to the terms, conditions, limitations and endorsements of this policy and provided that the inclusion of these extensions shall not increase the Limit of Indemnity

### 2.1 Consultants, Sub-Contractors and Agents

The Insurer agrees to provide coverage in respect of any Claim made against the Insured arising from any act, error or omission committed (or alleged to have been committed) on the part of any consultants, sub-contractors and agents engaged in the performance of the Building and Related Service Activities for whose acts, errors or omissions the Insured is legally liable. Provided always that such coverage shall not extend to any such consultants, sub-contractors and agents and the right of recourse against such consultants, sub-contractors and agents are not waived or otherwise impaired.

### 2.2 Libel and Slander

The Insurer agrees to provide coverage in respect of any Claim made against the Insured, by any person, for libel or slander by reason of words written or spoken without malice provided that such Claim arises out of the conduct of the Building and Related Service Activities.

### 2.3 Intellectual Property

The Insurer agrees to provide coverage in respect of any Claim made against the Insured for any unintentional infringement of copyright, trademarks, registered designs or patents, or any plagiarism, or breach of confidentiality provided that such Claim arises out of the conduct of the Building and Related Service Activities.

### 2.4 Loss of Documents

Notwithstanding Exclusion 4.4 (Bodily Injury and Property Damage), the Insurer will pay on behalf of the Insured the costs the Insured incurs for replacing or restoring any Documents which are destroyed, damaged or after diligent search cannot be found. Such destruction, damage or loss must result from the provision of Building and Related Service Activities by the Insured and be discovered for the first time during the Period of Cover and reported to the Insurer during the Period of Cover.

The Insurer will not pay for any destruction, damage or loss resulting from:

- (a) wear and tear or other gradually operating causes;
- (b) fire, water, burglary or theft

Any claim for costs and expenses incurred by the insured in replacing or restoring Documents shall be supported by tax invoices or accounts which shall be subject to approval by a competent person to be nominated by the Insurer with the approval of the Insured.

### 2.5 Estates and Legal Representatives

The Insurer agrees to provide coverage to the estates, heirs, legal representatives or assigns of any Insured in the event of the death or incapacity of such Insured. Provided always that such persons shall observe and be subject to all the terms, conditions, limitations and endorsements of this policy insofar as they can apply.

## SECTION 3 – OPTIONAL EXTENSIONS

The Insurer agrees to provide the following extensions, only if such extension is specified in the Schedule, provided always that such extensions are subjected to the terms, conditions, limitations and endorsements of this policy and provided that the inclusion of these extensions shall not in any way increase the Limit of Indemnity

### 3.1 Run-Off Cover Insured Entity or Subsidiary

In consideration for the payment of the agreed additional premium (the "Runoff Premium"), the Insurer agrees to provide that in the event that an Insured entity or Subsidiary ceases to exist or operate or is consolidated with, merged into or acquired by any other entity, then the coverage provided under this policy with respect to such Insured entity or Subsidiary shall continue for the additional term purchased, until the expiry date of the Period of Cover.

Provided always that such coverage shall only apply in respect of legal liability for such act, error or omission occurring prior to the effective date that such Insured entity or Subsidiary ceased to exist or operate or was consolidated with, merged into or acquired by another entity.

### 3.2 Automatic Reinstatement

The Insurer's liability under this policy shall not exceed the Limit of Indemnity, however:

- (a) In the event of the partial or complete exhaustion of the Limit of Indemnity by payment of a Claim or series of Claims which is/are attributable to or arise(s) out of the same cause or event, the Limit of Indemnity can be wholly or partially reinstated ONCE ONLY and only:
  - (i) in respect of a Claim or series of Claims which is/are attributable to or arise(s) out of a different cause or event; and
  - (ii) insofar as the total amount for which the Insurer shall be liable in respect of all Claims covered under this policy during the Period of Cover shall not exceed twice the Limit of Indemnity;
- (b) reinstatement of the Limit of Indemnity will not take place until such time as the limit(s) of indemnity of any policy or policies effected in excess of the Limit of Indemnity is/are exhausted by payment of a Claim or series of Claims for which, but for this clause, an indemnity would otherwise be available under this Policy.
- (c) A re-instatement premium equal to 100% of the exhausted premium is payable.

### 3.3 Defence Costs Cover for Breach of Statutory Obligations

The Insurer agrees to provide coverage in respect of legal costs necessarily incurred by the Insured with the written consent of the Insurer in the defence of any complaint or legal proceedings brought against the Insured by the Building Practitioners Board or in respect of a breach of statutory or professional body regulations arising from any act, error or omission of the Insured in the provision of Building and Related Service Activities provided always that:

- (a) the proceedings relate to any act, error or omission of the Insured in the provision of Building and Related Service Activities where indemnity is or would be granted by the Insurer pursuant to Insuring Clause 1.1 above;
- (b) the Insurers are notified of such proceedings during the Period of Cover and within 14 days of the Insured becoming aware of the proceedings;
- (c) the Insurers shall not be liable in respect of fines or penalties of any kind, any claim where indemnity is provided under any other policy of insurance;
- (d) the Insurer shall not be liable for any claim in respect of proceedings consequent upon any deliberate act or omission; and
- (e) the Insurer shall not be liable for any claim in respect of proceedings relating to the health and safety of any employees of the Insured.

The liability of the Insurer under this extension shall not exceed NZ\$30,000.00 which is not in addition but is part of the Limit of Indemnity during any one Period of Cover.

## SECTION 4 – EXCLUSIONS

This policy does not apply to any Claim:

### 4.1 Contractual Liability

based upon or arising out of any warranty, guarantee, indemnity or other contractual undertaking or obligation except to the extent that such liability would have attached in the absence of such warranty, guarantee, indemnity or other contractual undertaking or obligation.

### 4.2 Retroactive Date

made against the Insured by reason of any act, error or omission committed or alleged to have been committed by the Insured prior to the said Retroactive Date which shall not be any earlier than the initial inception date of the period of continuous cover purchased under this Policy and any renewal thereof. In the event of a break in continuous cover, the retroactive date will be re-set to the inception date of the most recent period of continuous cover.

### 4.3 Contractors All Risks and Public Liability Policies

for any amount for which the Insured is or will be indemnified or paid by a Contractors All Risks or Public Liability Policy or other policies of similar nature.

### 4.4 Bodily Injury and Property Damage

for:

- (a) any physical injury, sickness, disease, death, mental injury, mental anguish or nervous shock; or
- (b) any damage to or destruction of property (including the loss of use of property)

unless it results directly from an act, error or omission of the Insured in the provision of Building and Related Service Activities.

#### 4.5 Employer's Liability

directly or indirectly based upon, attributable to, or in consequence of bodily injury, mental injury, sickness, disease or death of any Employee of the Insured or damage to or destruction of any property of any Employee, including loss of use, arising out of, or in the course of, their employment. This exclusion applies notwithstanding Exclusion 4.4 in respect of "Bodily Injury and Property Damage".

#### 4.6 Owners & Occupiers Liability

directly or indirectly caused by, arising out of, or in any way connected with the ownership, management, control or occupation of real property by the Insured.

#### 4.7 Aircraft & Watercraft

directly or indirectly caused by, arising out of, or in any way connected with the operation, ownership, maintenance or use of aircraft or watercraft.

#### 4.8 Prior Matters

based upon or arising out of:

- (a) any Claim made, threatened or intimated against the Insured prior to the commencement of the Period of Cover;
- (b) any facts that the Insured was aware of (or ought reasonably to be aware of) before the commencement of the Period of Cover that might give rise to a Claim against the Insured;
- (c) any facts reported, or which can be or could have been reported, to an insurer under any insurance policy entered into before the commencement of the Period of Cover;
- (d) any facts disclosed to any insurer in any proposal for insurance before the commencement of the Period of Cover; or
- (e) any facts disclosed to the Insurer in the proposal form.

#### 4.9 Fraud and Dishonesty

directly or indirectly caused by, arising out of, or in any way connected with the Insured committing or condoning or allegedly committing or condoning any:

- (a) dishonest, fraudulent, malicious or criminal act or omission; or
- (b) wilful or intentional breach of any right, statute, contract or duty.

#### 4.10 Related Parties

made by or on behalf of:

- (a) one or more Insured against another Insured;
- (b) a spouse or partner of an Insured, a parent of an Insured, a parent of a spouse or partner of an Insured, a child of an Insured or a sibling of an Insured
- (c) any entity which is owned, controlled or managed by any Insured; or
- (d) any parent or subsidiary of any Insured.

#### 4.11 Financial Estimates

based upon or arising out of any financial estimates of probable construction costs (other than cost advice and cost planning services normally provided by a Quantity Surveyor), cost estimates being exceeded; estimates of profit or return on capital not being achieved.

#### 4.12 Building Surveys

based upon or arising from any feasibility study, design specification, technical information calculation, survey or inspections, which is not carried out under the direct supervision of a properly qualified engineer, architect (which shall include LBP Design – area of practice 1-3), surveyor or quantity surveyor, unless otherwise agreed in writing by the Insurer.

#### 4.13 War

directly or indirectly caused by, arising out of, or in any way connected with war and military action which includes without limitation the following:

- (a) war, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
- (b) warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### 4.14 Terrorism

directly or indirectly caused by, arising out of, or in any way connected with any actual or threatened act of Terrorism or any action taken to, or taken in an attempt to, control, prevent or suppress any act of Terrorism.

#### 4.15 Radiation & Nuclear

directly or indirectly caused by, arising out of, or in any way connected with:

- (a) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- (b) any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter.

#### 4.16 Pollution

directly or indirectly caused by, arising out of, or in any way connected with the actual or alleged presence, discharge, dispersal, release or escape of any Pollutant or the cost of removing, nullifying or cleaning up any Pollutant unless it results directly from an act, error or omission of the Insured in the provision of Building and Related Activities.

#### 4.17 Infrastructure

directly or indirectly caused by, arising out of, or in any way connected with:

- (a) mechanical failure; or
- (b) electrical failure, including any electrical power interruption, surge, brown out or black out; or
- (c) telecommunications or satellite systems failure, unless it results directly from an act, error or omission of the Insured in the provision of Building and Related Activities.

#### 4.18 Products & Workmanship

based upon or arising from:

- (a) the failure of any product or good supplied, sold, installed, repaired or maintained by the Insured to meet the manufacturer's specification;

directly or indirectly caused by, arising out of, or in any way connected with:

- (b) any cost or expense incurred in withdrawing any product or good from sale or recalling any product or good; or
- (c) any repairs or maintenance; or
- (d) the failure to complete drawings, specifications or schedules of specifications on time, or the failure to act upon shop drawings on time, or the failure to comply with time limits set for the completion of part or all of the works; or
- (e) the costs of revising or redesigning drawings, plans, specifications or schedules of specifications

#### 4.19 Financial Failure & Trading Debts

directly or indirectly caused by, arising out of, or in any way connected with:

- (a) the insolvency, bankruptcy or liquidation of the Insured; or
- (b) any alleged or actual failure to pay any trading or personal debt of an Insured; or
- (c) any guarantee or other undertaking or obligation given by the Insured for a debt; or
- (d) any failure to procure and maintain financing for payment of contract work or any services in connection therewith

#### 4.20 Overseas Jurisdiction

which arises from or results in any judgement, award, payment or settlement made from outside New Zealand.

### SECTION 5 – CLAIMS CONDITIONS

#### 5.1 Notification of Claims

It is a condition precedent to the Insurer's liability under this insurance that:

- (a) the Insured shall give written notice immediately to the Insurer after becoming aware of circumstances which might reasonably be expected to produce a Claim irrespective of the Insured's views as to the validity of the Claim or on receiving information of a Claim for which there may be liability under this policy. Any Claim arising from such circumstances shall be deemed to have been made in the period of insurance in which such notice has been given.
- (b) every letter, claim, writ, summons and process shall be forwarded to the Insurer immediately on receipt.

## 5.2 Claims Handling

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer which shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any Claim or to prosecute in the name of the Insured for its own benefit any claim, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

## 5.3 Settlement

The Insured shall give such assistance as the Insurer may require but shall not be required to contest any legal proceedings unless a Senior Counsel (or by mutual agreement between the Insured and the Insurer, a lawyer of similar standing in the territory concerned) shall advise that such proceedings could be contested with the probability of success.

However, if the Insured refuses to consent to any legal proceedings in connection therewith, the Insurer's liability for the Claim shall not exceed the amount for which the Claim could have been settled plus the Costs and Expenses incurred up to the date of such refusal, subject always to the aggregate limit of the Insurer's liability for all claims under this policy not exceeding the amount shown in the Schedule.

## 5.4 Claims Cooperation

The Insured shall co-operate with the Insurer and, upon the Insurer's request, assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of acts or omissions with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expense.

## 5.5 Fraudulent Claims

If the insured files any claim knowing such to be false or fraudulent as regards amount or otherwise, this policy shall become void and all claims hereunder shall be forfeited.

## SECTION 6 – GENERAL CONDITIONS

### 6.1 Limit of Indemnity

Unless Optional Extension 3.2 (Automatic Reinstatement) is granted by the Insurer, the maximum amount payable by the Insurer under this policy for all Claims, Costs and Expenses and other amounts insured, if any under this policy during the Period of Cover is the Limit of Liability specified in the Schedule. The Limit of Liability is inclusive of Costs and Expenses.

### 6.2 Jurisdictional Cover

The coverage provided under this policy shall extend to any Claim brought in any court of law in New Zealand except where such Claim arises out of the enforcement of any judgment, order or award obtained within, or determined pursuant to the laws outside New Zealand.

### 6.3 Territorial Cover

The coverage provided under this policy shall extend to legal liability arising out of acts, errors or omissions committed only in New Zealand.

### 6.4 Deductibles

The Insured shall pay the first amount of each and every Loss (which for the purpose of this clause shall be deemed to include Costs and Expenses) arising from any one Claim, up to the amount specified in the Schedule. The Insurer shall be liable only, in respect of any Claim hereunder, for that part of the Claim (which for the purpose of this clause shall be deemed to include all Costs and Expenses incurred by the Insurer investigating and defending the Claim) which exceeds the amount stated as "the Deductible" in the Schedule, it being understood and agreed that if any expenditure is incurred by the Insurer which, by virtue of this clause, is the responsibility of the Insured then such amount shall be reimbursed to the Insurer by the Insured forthwith.

### 6.5 Cancellation

This policy may be cancelled by the Insured by surrendering thereof to the Insurer or any of its authorised representatives or by mailing to the Insurer written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Insurer by mailing to the Insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing or notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Insurer shall be equivalent to mailing.

If the Insured cancels, earned premium shall be computed pro rata less 25%. If the Insurer cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected, or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

### 6.6 Subrogation

If any payment is made under this insurance in respect of a Claim and the Insurer is thereupon subrogated to all the Insured's rights of recovery in relation thereto, the Insurer shall not exercise any such rights against any employee of the Insured unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee.

### 6.7 Examination

The Insurer shall be permitted to examine the Insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium basis or the subject matter of this Insurance.

## 6.8 Other Insurance

This policy shall be excess over any other valid and collectible insurance, self-insurance or indemnification available to the Insured, whether such other insurance or indemnification is stated to be primary, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Indemnity of this policy.

## 6.9 Material Change to Risk

The Insured must, within 30 days of a material change to the risk that is the subject of this policy, notify the Insurer in writing of that change. Such changes include but are not limited to:

- (a) any material change to the Building and Related Service Activities provided by any Insured;
- (b) any acquisition of another company or entity, partnership or business by the Insured or any merger by the Insured with another company or entity, partnership or business;
- (c) the appointment of a trustee or an administrator, receiver or liquidator including provisional liquidator to any Insured or bankruptcy of any Insured; or
- (d) cancellation, suspension or imposition of any conditions to the Insured's registration with any professional association or licence relevant to the provision of the Building and Related Activities.

## 6.10 Governing Law

This policy is governed by, and interpreted in accordance with the laws of New Zealand.

## 6.11 Confidential Obligations

The Insured must keep the existence of this Policy and its terms and conditions confidential except to the extent required by law or at the request of any judicial, regulatory or statutory entity, unless expressly agreed by the Insurer in writing, (whose agreement may be unreasonably withheld). The Insured may disclose the existence of this Policy to its employees, representatives or professional advisers which have a need to know, provided that the Insured has expressly informed those parties of the requirement for confidentiality and non disclosure, (and those parties have agreed to be so bound), and the Insured agrees to be legally liable for any breach of confidentiality or non disclosure by those parties.

## 6.12 Currency

All references in this policy are to New Zealand currency unless otherwise stated.

## 6.13 Premium Warranty

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Insurer within thirty (30) days from the inception date of this Policy/Endorsement/Renewal Certificate.

If this condition is not complied with then this contract is voidable at the option of the Insurer and the Insurer shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an agent, who was not authorised to receive such premium shall lie on the Insurer.

Subject otherwise to the terms and conditions of this policy.

## SECTION 7 – DEFINITIONS

### 7.1 Claim means:

- (i) The receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against the Insured; or
- (ii) Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured other than criminal proceedings.

All claims made against the Insured shall, unless they arise from acts, error or omission that are different and totally unrelated, be regarded as one Claim.

Subject otherwise to the terms and conditions of this policy

### 7.2 Costs and Expenses

Means the expenses incurred by or on behalf of the Insured or Insurer in the investigation or defence of a Claim and shall include legal costs and disbursements.

### 7.3 Discovery Period

Means, if the policy is neither renewed nor replaced with a similar cover, a period of time immediately after the expiry of the Period of Cover, during which the Former Employee may notify the Insurer about a Claim first made during such period, based upon a circumstance which took place prior to the expiry of the Period of Cover.



#### 7.4 Documents

Means documents of any nature in the possession or control of the Insured or the property of the Insured except:

- (i) Computer records or electronic data; and
- (ii) money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes, or any other form of negotiable instruments.

#### 7.5 Employee

Means any person employed under a contract of service or apprenticeship with the Insured other than a partner, principal or director of the Insured, and includes a deemed employee.

#### 7.6 Insured means:

- (i) the person, persons, partnership, company, corporation or other entity specified as the Insured in the Schedule including their predecessors in business; and
- (ii) any person who is, during the Period of Cover, a principal, partner, director or Employee of the Insured.

#### 7.7 Limit of Indemnity

Means the limit of liability under this policy as specified in the Schedule, and shall include Costs & Expenses.

#### 7.8 Loss means:

- (i) damages or claimants' costs or both payable by the Insured pursuant to an award or judgment entered against the Insured;
- (ii) settlements negotiated by the Insurer and consented to by the Insured; or
- (iii) settlements negotiated by the Insured but only with the prior written consent of the Insurer.

Loss does not include:

- (i) aggravated, punitive and exemplary damages; or
- (ii) liquidated damages; or
- (iii) fines and penalties imposed by law (including civil penalties); or
- (iv) costs incurred by the Insured in complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief; or
- (v) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by the Insured; or
- (vi) any internal or overhead expenses of the Insured or the cost of the Insured's time; or
- (vii) any matters which are uninsurable under the law.

#### 7.9 Period of Cover means the period specified in the Schedule

#### 7.10 Premium means premium specified in the Schedule or in any endorsement to the Schedule.

#### 7.11 Building and Related Service Activities means building and building related activities of the Insured as specified in the Schedule:

#### 7.12 Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, noise, acids, alkalis, compounds, chemicals, asbestos including derivatives, mould or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

#### 7.13 Retired Employee means any Employee who, during the Period of Cover, leaves the employment of the Insured as a result of attaining the retirement age which may be determined the Insured's policy on retirement. Retired Employee shall not include any Employee who has been dismissed by the Insured, whether summarily, constructive or otherwise.

#### 7.14 Schedule means the Schedule to this Policy.

#### 7.15 Subsidiary means:

- (i) any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the Insured specified in the Schedule; or
- (ii) any entity over which the Insured specified in the Schedule is in a position to exercise effective direction or control through ownership or control of more than fifty percent (50%) of the issued voting shares of such entity.

#### 7.16 Terrorism means an act or acts by any person or group of persons or government causing or threatening to cause any harm of any nature for political, religious, ideological, ethnic or similar purpose and/or to intimidate or influence any government or the public or any section of the public.







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