

# Material Damage Insurance

This schedule forms part of the Policy Wording. Please refer to the Policy Document for the full terms, conditions and exclusions relating to this insurance.

<b>The Insured</b> NZ Playcentre Federation	<b>Client No</b> 181-09927	<b>Cover No</b> 1463060-015-01
<b>The Insurer</b> Ando Insurance Group Limited as agent for The Hollard Insurance Company	<b>% of cover</b> 100	<b>Insurer Policy No</b> ANDOMSP15365
<b>Period of Insurance</b>	From 01/06/2018 to 01/06/2019 at 4:00pm; Local Standard Time	

## SCHEDULE OF PROPERTY INSURED

### Location

**Business Activity** Provision of Childcare Facilities and Services

<b>Buildings</b>	Agreed Replacement Value	\$161,891,000
<b>Plant</b>	Agreed Replacement Value	\$23,653,000

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**Location Total** \$185,544,000

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**Total Sum Insured** \$185,544,000

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## POLICY DETAILS

**Insurer** Ando Insurance Group Limited as agent for The Hollard Insurance Company

**Policy Wording** Crombie Lockwood Ando Agreed Material Damage Policy Wording February 2016

To obtain a copy of this policy wording please visit [www.crombielockwood.co.nz/policy-documents](http://www.crombielockwood.co.nz/policy-documents) and enter the following code in the search engine MDAND0216.

### Standard Material Damage Policy Clauses (ANDO 022016)

MD01 Acts of Civil Authorities	Included
MD02 Alternative Residential Accommodation - \$50,000 per unit per	Included

event	
MD03 Capital Additions	\$100,000
MD04 Change of Temperature	Included
MD05 Claims Assessment	Included
MD06 Constructive Total Loss	Included
MD07 Contractual Value	Included
MD08 Cover Plus	Included
MD09 Designation of Property	Included
MD10 Excess	Included
MD11 Expediting Costs	Included
MD12 General Average	Included
MD13 Goods and Services Tax (GST)	Included
MD14 Gradual Damage	\$10,000
MD15 Hazardous Substance Emergency Charges	\$50,000
MD16 Hazardous Substance Emergency Expenses	Included
MD17 Keys and Locks	Included
MD18 Landslip and Subsidence	\$500,000
MD19 Mechanical or Electrical Breakdown	\$10,000
MD20 Money	
- Section A	\$20,000
- Section B	\$5,000
MD21 Other Interests	Included
MD22 Other Premises Storage	Included
MD23 Professional Fees	Included
MD24 Property in a Motor Vehicle or Storage Container	Included
MD25 Property in the Care Custody or Control of the Insured	Included
MD26 Property in the Course of Construction	\$250,000
MD27 Property Sold	Included
MD28 Protection Costs	Included
MD29 Redundant Plant	Included
MD30 Redundant Stock	Included
MD31 Reinstatement of Amount of Insurance	Included
MD32 Reinstatement of Memorandum	Included
MD33 Removal of Debris	Included
MD34 Repair or Reinstatement by Insured	Included
MD35 Reservoirs, Tunnels and Bridges	\$100,000
MD36 Residential Property - Natural Disaster Damage	Included
MD37 Restoration and Reproduction Costs	Included
MD38 Rewards	Included
MD39 Smoke Damage	Included
MD40 Spoilage	\$5,000
MD41 Temporary Removal	Included
MD42 Theft	Included
MD43 Transit of Property	\$20,000
MD44 Undamaged Foundations	Included
MD45 Unharmed Property	Included
<b>Optional Material Damage Policy Clauses (ANDO 022016)</b>	
MD46 Computer Breakdown	Excluded
MD47 Floor Space Ratio	Excluded
MD48 Pressure Vessel Clause	Included
MD49 Seasonal Stock Increase	Excluded

MD50 Stock Declaration Conditions  
MD51 Sustainable Rebuilding Costs

Excluded  
Included

## ENDORSEMENTS AND / OR CLAUSES

Building Margin Clause 115% included for non natural disaster perils  
Loss Limit: The maximum combined sum insured in respect of all Plant, Stock and Miscellaneous Items is Replacement Value up to \$250,000 per site. Stock is on Indemnity Value Terms.  
Indemnity Value applies to Shade Sails

## GENERAL COMMENTS

Building, Plant & Location Details are as per attached spreadsheet

## EXCESSES

### Standard Policy Excesses (ANDO 022016)

Standard	\$5,000
Burglary	\$5,000
Theft	\$5,000
Money	\$500
Damage caused by Landslip or Subsidence	\$5,000

Wainoni Playcentre Building - Malicious Damage Excess \$10,000

MacAndrew Playcentre - Flood Excess \$15,000

### Natural Disaster

Earthquake, volcanic activity, hydrothermal activity, subterranean fire, tsunami, geothermal activity, or fire caused by any of these.

For the Regions of Northland, Auckland, Waikato, Bay of Plenty, Taranaki, Otago, Southland 1% of the Location Sum Insured, Minimum \$1,000

For Pre 1936 Building Risks For the Regions of Northland, Auckland, Waikato, Bay of Plenty, Taranaki, Otago, Southland 5% of the Location Sum Insured, Minimum \$5,000

For the Rest of New Zealand 5% of the Location Sum Insured, Minimum \$5,000

For Pre 1936 building risks For The Rest of New Zealand. This applies where the Building was constructed prior to 1935, or where the Plant, Stock or Other Property is located in any building constructed prior to 1935. 10% of the Location Sum Insured, Minimum \$10,000

**The Natural Disaster Excess** - applies to the combined Material Damage and Business Interruption loss from any one event at each Location. Where the insured property is residential property covered by

EQC, the amount of the Natural Disaster Excess is reduced by the amount of the payment from EQC.

**"Location Sum Insured"** - For the application of Natural Disaster Excess this means the Insured Property sum insured at each Location.

**Region** - the areas of land in the Regions and Districts as defined in the Local Government New Zealand (LGNZ) Regional and Districts boundaries map.

## INSURER RATINGS

<b>Insurer</b>	<b>Cover (%)</b>	<b>Rating</b>	<b>Agency</b>
Ando Insurance Group Limited as agent for The Hollard Insurance Company	100	A-	AMB

The A.M. Best (AMB) insurer financial strength rating scale is:

Secure Ratings

A++ & A+

(Superior)

A & A-

(Excellent)

B++ & B+

(Good)

Vulnerable Ratings

B & B-

(Fair)

C++ & C+

(Marginal)

C & C-

(Weak)

D (Poor)

E (Under Regulatory Supervision)

F (In Liquidation)

S (Suspended)

The rating scale above is in summary form. The full version of this rating scale can be obtained from the A.M. Best website.

**Client Number** 181-099Z7  
**Broker** Gary Thomas

# Business Interruption Insurance

This schedule forms part of the Policy Wording. Please refer to that wording for the full terms, conditions and exclusions relating to this insurance.

<b>The Insured</b> NZ Playcentre Federation	<b>Client No</b> 181-099Z7	<b>Cover No</b> 1463060-015-02
<b>The Insurer</b> Ando Insurance Group Limited as agent for The Hollard Insurance Company	<b>% of Cover</b> 100	<b>Insurer Policy No</b> ANDOMSP15365
<b>Period of Cover</b>	From 01/06/2018 to 01/06/2019 at 4:00pm; Local Standard Time	

## SCHEDULE OF ITEMS INSURED

<b>Location</b>	All Locations
<b>Business Activity</b>	Provision of Childcare Facilities and Services

### Schedule of Items Insured

Gross Profit  
Gross Revenue  
Gross Rentals and Management Fees Receivable  
Payroll - Dual Basis  
Wages  
Additional Increased Costs of Working  
Severance and Redundancy Payments  
Accounts Receivable  
Key Money or Goodwill  
Claim Preparation Costs  
Redeployment Expenses

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<b>Location Sum Insured</b>	\$0
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### Items Insured Notes

Schedule of Items Insured is as per attached spreadsheet

### Indemnity Period

18 Months

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**Total Sum Insured**

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**\$0**

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## POLICY DETAILS

**Policy Wording** Crombie Lockwood Ando Agreed Business Interruption Policy Wording  
February 2016

To obtain a copy of this policy wording please visit [www.crombielockwood.co.nz/policy-documents](http://www.crombielockwood.co.nz/policy-documents) and enter the following code in the search engine BIAN0216.

### **Standard Business Interruption Policy Clauses** (AND0 022016)

BI01 Accumulated Stocks	Included
BI02 Acts of Civil Authorities	Included
BI03 Alternative Index	Included
BI04 Certification of Particulars	Included
BI05 Contractual and Legal Commitments	\$100,000
BI06 Cover Plus	Included
BI07 Customers and / or Suppliers Premises	Included
BI08 Departments	Included
BI09 Deterioration of Undamaged Stock	Included
BI10 Fumes, Gases, and Toxic Chemicals	Included
BI11 New Business	Included
BI12 Prevention of Access	Included
BI13 Provision of Services	Included
BI14 Reduced Margin	Included
BI15 Reinstatement of Amount of Insurance	Included
BI16 Salvage Sale	Included
BI17 Turnover Elsewhere After Damage	Included
BI18 Upwards Adjustment	Included

### Important Note (AND0 022016)

The maximum liability of the Insurer under one or under a combination of the following clauses for any one loss is

BI01 Acts of Civil Authorities	10% of the Business Interruption sum insured
BI07 Customers and / or Suppliers Premises	10% of the Business Interruption sum insured
BI12 Prevention of Access	10% of the Business Interruption sum insured
BI13 Provision of Services	10% of the Business Interruption sum insured

## ENDORSEMENTS AND / OR CLAUSES

**Loss Limit:** The maximum combined sum insured in respect of Gross Profit, Gross Rentals, Wages, Reinstatement of Records, Accounts Receivable, Claims Preparation Costs is \$100,000 per site unless a higher limit is noted.

## GENERAL COMMENTS

Annual Turnover \$11,378,010  
 Schedule of Items Insured is as per attached spreadsheet

## EXCESS / DEFERMENT PERIODS

Natural Disaster

Refer to Material Damage  
 Natural Disaster Excess

### Business Interruption Deferment Periods

The following clauses have a Deferment Period as noted for any loss arising from Natural Disaster (Earthquake, volcanic activity, hydrothermal activity, subterranean fire, tsunami, geothermal activity, or fire caused by any of these):

BI01 Acts of Civil Authorities	7 days
BI07 Customers and /or Suppliers Premises	7 days
BI12 Prevention of Access	7 days
BI13 Provision of Services	7 days

The following clauses have a Deferment Period as noted for any loss caused by perils other than Natural Disaster:

BI01 Acts of Civil Authorities	24 hours
BI07 Customers and / or Suppliers Premises	24 hours
BI12 Prevention of Access	24 hours
BI13 Provision of Services	24 hours

Deferment Period means the period for which you are not insured.  
 The Indemnity Period specified commences after the expiration of the Deferment Period specified.

## INSURER RATINGS

Insurer	Cover (%)	Rating	Agency
Ando Insurance Group Limited as agent for The Hollard Insurance Company	100	A-	AMB

The A.M. Best (AMB) insurer financial strength rating scale is:

Secure Ratings		Vulnerable Ratings			
A++ & A+	(Superior)	B & B-	(Fair)	D	(Poor)
A & A-	(Excellent)	C++ & C+	(Marginal)	E	(Under Regulatory Supervision)
B++ & B+	(Good)	C & C-	(Weak)	F	(In Liquidation)
				S	(Suspended)

The rating scale above is in summary form. The full version of this rating scale can be obtained from the A.M. Best website.

## Commercial Vehicle Insurance

This is the summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

<b>The Insured</b>	<b>Client No</b>	<b>Cover No</b>
NZ Playcentre Federation	181-099Z7	1463060-015-06
<b>The Insurer</b>	<b>% of cover</b>	<b>Insurer Policy No</b>
Ando Insurance Group Limited as agent for The Hollard Insurance Company	100	ANDOMSP15365
<b>Period of Cover</b>	From 01/06/2018 to 01/06/2019 at 4:00pm; Local Standard Time	

### DETAILS OF INSURANCE

<b>Covering</b>	Motor vehicles and items of mobile plant (as detailed below)
<b>Situation</b>	Anywhere in New Zealand including interisland transit
<b>Business Activity</b>	Preschool Education

#### Section 1: Vehicle Insured

Year	Vehicle Description	Reg No	Cover	Value
2010	Mazda 6 S/W	FKH197	Comprehensive	\$16,500
2012	Mazda GSX	GFF199	Comprehensive	\$16,000

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<b>Total Sum Insured</b>	<b>\$32,500</b>
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#### Interested Party

Flexi Lease (a division of VFL Limited)

#### Section 2: Legal Liability

<b>Limit of Liability</b>	\$10,000,000
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### POLICY DETAILS

**Policy Wording** Crombie Lockwood Ando Agreed Commercial Motor Vehicle Policy Wording February 2016

To obtain a copy of this policy wording please visit [www.crombielockwood.co.nz/policy-documents](http://www.crombielockwood.co.nz/policy-documents) and enter the following code in the search engine CMAND0216.

**Automatic Extensions Section 1** (ANDO 022016)



2.1 Car Sharing Agreement	Included
2.2 Claims Preparation Costs	\$10,000
2.3 Cleaning Up Costs	\$100,000
2.4 Costs Associated with Theft	\$10,000
2.5 Death by Accident	\$10,000
2.6 Disability Modifications	\$10,000
2.7 Emergency Accommodation and Travel	\$10,000
2.8 Employees' Vehicles	\$100,000
2.9 Funeral Expenses	\$10,000
2.10 Goods in Transit	\$20,000
2.11 Hired Use	Included
2.12 Hoists	\$20,000
2.13 Ingestion of Foreign Objects	Included
2.14 Keys & Locks	\$10,000
2.15 Rewards	\$10,000
2.16 Salvage and Safety	Included
2.17 Signwriting	\$10,000
2.18 Tyre Damage	\$10,000
2.19 Uninsured Third Party Protection	\$5,000
2.20 Windscreens and Window Glass	Included
2.21 Condemned Buildings and Carparks - maximum of \$200 per day and \$5,000 per vehicle for any one event	Included
2.22 Sets	Included

**Optional Extensions Section 1 (ANDO 022016)**

3.1 Driving Hours	Excluded
3.2 Loss of Use	Excluded
- Maximum Daily Limit	
- Maximum Total Limit	
3.3 Vehicle Plant and Vehicle Fitout Replacement Value	Excluded
- Maximum Limit any one Insured Vehicle	

**Automatic Extensions Section 2 (ANDO 022016)**

2.1 Cleaning Up Charges	\$50,000
2.2 Damage to Leased Property	Included
2.3 Defence Costs	\$20,000
2.4 Exemplary Damages	\$1,000,000
2.5 Financial Charge	Included
2.6 Forest and Rural Fires	\$500,000
2.7 Marine Liability	Included
2.8 Passengers Liability	Included
2.9 Principal's Indemnity	Included
2.10 Rented or Borrowed Vehicles	\$150,000
- Consequential Loss	\$75,000
2.11 Vibration and Weight Damage	\$500,000
2.12 Reparation Payments	Included

**Optional Extensions Section 2 (ANDO 022016)**

3.1 Towing for Reward	Excluded
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**Automatic Extensions Section 1 and 2 (ANDO 022016)**

4.1 Additions and Deletions	\$250,000
4.2 Breach of Condition	Included

4.3 Cover Plus	Included
4.4 Fire Service Costs	\$50,000
4.5 Invalidation	Included
4.6 Release of Liability	Included
4.7 Several Liability	Included
4.8 Subrogation Waiver (any insured)	Included
4.9 Waiver of Subrogation (Group of Companies)	Included

**Optional Extensions Section 1 and 2 (ANDO 022016)**

5.1 Burning Cost	Excluded
- Multiplier	
- Maximum Premium Percentage	
- Minimum Retained Premium Percentage	
5.2 Profit Share	Excluded

Most of the Automatic Extensions shown above apply to comprehensive cover only. For details of the Automatic Extensions for non-comprehensive cover please refer to your policy wording.

## ENDORSEMENTS AND / OR CLAUSES

## DEDUCTIBLES / EXCESSES

**Standard Excesses**

Standard Excess (Section 1)	1% of the Vehicle Sum Insured, Minimum \$500
Plus additional underage / inexperienced driver excesses:	
- Drivers aged over 25 years with less than 1 years driving experience	\$500
- Drivers aged 21 up to 25 years	\$500
- Drivers aged under 21 years	\$1,000
Tyre Damage	Nil
Windscreen and Window Glass	Nil
Fire	Nil
Theft, conversion or attempted theft or conversion	Nil
Costs associated with theft waiting period	3 days
Loss of Use waiting period	7 days
Standard Excess (Section 2)	Nil
Vibration & Weight Damage	\$2,000
Exemplary Damages	\$5,000

## INSURER RATINGS

<b>Insurer</b>	<b>Cover (%)</b>	<b>Rating</b>	<b>Agency</b>
Ando Insurance Group Limited as agent for The Hollard Insurance Company	100	A-	AMB

The A.M. Best (AMB) insurer financial strength rating scale is:

Secure Ratings		Vulnerable Ratings			
A++ & A+	(Superior)	B & B-	(Fair)	D	(Poor)
A & A-	(Excellent)	C++ & C+	(Marginal)	E	(Under Regulatory Supervision)
B++ & B+	(Good)	C & C-	(Weak)	F	(In Liquidation)
				S	(Suspended)

The rating scale above is in summary form. The full version of this rating scale can be obtained from the A.M. Best website.

# Professional Indemnity Insurance

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

<b>The Insured</b>	<b>Client No</b>	<b>Cover No</b>
NZ Playcentre Federation Incorporated, Playcentre Publications Limited	181-099Z7	1463060-015-07
<b>The Insurer</b>	<b>% of Cover</b>	<b>Insurer Policy No</b>
IAG New Zealand Limited	100	6000117307
<b>Period of Cover</b>	From 01/06/2018 to 01/06/2019 at 4:00pm; Local Standard Time	

## DETAILS OF INSURANCE

<b>Business Activity</b>	Promotion of business management support services provided by member playcentres; Provision of early childhood education programmes to children and parenting education programmes to parents.	
<b>Limit of Indemnity</b>	Any one claim and in the aggregate	\$2,000,000
Territory	New Zealand Only	
Jurisdiction	New Zealand Only	
Retroactive Date	Unlimited	

## POLICY DETAILS

<b>Policy Wording</b>	NZI Professional Indemnity (PI 0618)
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### Extensions

Automatic reinstatement	Included
Consultants and sub-contractors	Included
Continuity of cover	Included
Court attendance costs	\$20,000
Defamation	Included
Disciplinary proceedings costs	Included
Dishonesty of employees	Included
Extended reporting period	Included
Fair Trading Act	Included
Fiduciary duty	Included
Incoming partners and directors	Included

Intellectual property	Included
Joint venture liability	Included
Loss of documents	Included
New subsidiary	Included
Public relations expenses	\$25,000

## ENDORSEMENTS AND / OR CLAUSES

### INQUESTS AND CORONIAL INQUIRIES:

NZI agrees to indemnify the insured for Defence Costs incurred with NZI's prior written consent for legal representation.

(a) in relation to any coroner's inquest; and/or

(b) in relation to any investigation by the Health and Disability Commissioner pursuant to the Health and Disability Commissioner's Act 1994; and/or

(c) in relation to any investigation by the Privacy Commissioner pursuant to the Privacy Act 1993; and/or

(d) in relation to any investigation by the Human Rights Commissioner pursuant to the Human Rights Act 1993; and/or

(e) in relation to any investigation by the Accident Compensation Corporation; where such inquest or investigation may lead to a Claim under this Policy.

Nothing contained in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than stated above.

### SEXUAL MISCONDUCT COSTS AND EXPENSES WRITEBACK ENDORSEMENT:

It is noted and agreed that NZI shall not be liable to indemnify the Insured in respect of any Claim arising from Sexual Misconduct. Notwithstanding the provisions of this Exclusion, NZI will pay approved Defence Costs for the defence of alleged Sexual Misconduct claims or failure to act on complaints of Sexual Misconduct up to a maximum of NZ\$100,000 any one Claim and in the aggregate for all Claims.

All claims will be subject to the policy excess of \$1,000 (costs inclusive) each and every Claim.

Notwithstanding the above, if the Insured can establish to the satisfaction of NZI that it carried out comprehensive reference checks and police checks on the perpetrator prior to the perpetrator working at the Insured or being engaged by the Insured as a volunteer and did not know or could not reasonably have known that the perpetrator had previously committed, or been party to, Sexual Misconduct, or been convicted of Sexual Misconduct, or whilst having been with the Insured entity, had been the subject of prior complaint in respect of Sexual Misconduct, which had not been appropriately investigated then the Insured (excluding the perpetrator) will not be required to reimburse NZI for the Costs and Expenses it has incurred in the defence of the claim.

For the purpose of this endorsement Sexual Misconduct shall mean "the actual or alleged, molestation, interference with or mental or physical abuse of any person".

Nothing contained in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than stated above.

### VOLUNTEERS AND CONTRACTORS AS INSURED:

It is hereby noted and agreed that the definition of Employee extends to include volunteers and contractors, not otherwise insured, and only in respect of Professional Services performed for and on behalf of the Insured.

Nothing contained in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than stated above.

## DEDUCTIBLES / EXCESSES

Standard	Each and every claim including costs	\$5,000
Disciplinary proceedings costs		\$1,000

## INSURER RATINGS

<b>Insurer</b>	<b>Cover (%)</b>	<b>Rating</b>	<b>Agency</b>
IAG New Zealand Limited	100	AA-	S&P

The Standard & Poor's (S&P) Insurer financial strength rating scale is:

AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very Weak)
AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)
A	(Strong)	B	(Weak)	NR	(Not Rated)
				R	(Regulatory Supervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.

# Management Liability Insurance – Management Shield

This is a summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

**The Insured**

NZ Playcentre Federation & Associated 32 Playcentre Associations (Shared Limits)

**Client No**

181-09927

**Cover No**

1463060-015-04

**The Insurer**

IAG New Zealand Limited

**% of Cover**

100

**Insurer Policy No**

6000113079

**Period of Cover**

From 01/06/2018 to 01/06/2019 at 4:00pm; Local Standard Time

**Business Activity**

Promotion of business management support services provided by member playcentres; Provision of early childhood education programmes to children and parenting education programmes to parents.

## GENERAL LIABILITY

**Public Liability Limit**

Any one Occurrence

\$5,000,000

**Products Liability Limit**

In the Aggregate

\$5,000,000

Territory

New Zealand Only

Jurisdiction

New Zealand Only

Policy Wording

GL1215

**Automatic Extensions**

Advertising Liability

\$1,000,000

Business Advice or Service

Included

Business Travel To A Non-Territorial Country

Included

Care, Custody or Control

\$500,000

Forest and Rural Fires Act

Included

Goods Lifted or Carried By Crane

\$250,000

Hot Works Away From Your Premises

Included

Innkeeper's Liability

Included

Landlord's Liability

Included

Lost or Stolen Keys

Included

Product Withdrawal Costs

\$100,000

Punitive or Exemplary Damages

\$1,000,000

Service/Repair - Machinery

\$250,000

Service/Repair - Vehicle and Watercraft	\$500,000
Tenant's Liability	Included
Underground Services	Included
Vehicles/Mobile Plant Liability	Included
Vibration and Removal of Support	\$500,000

### Optional Coverage Clauses

Property Being Worked On	Excluded
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### Endorsements and/or Clauses

**BUSINESS ADVISE OR SERVICE EXCLUSION 1:** It is agreed that Automatic Coverage Clause 3.2(a)(i)(Business Advise or Service) is deleted.

**CROSS LIABILITY EXCLUSION:** It is agreed that Policy Condition 6.4 (Cross Liability) is deleted from this policy.

**VOLUNTEERS - AMENDMENT TO DEFINITION 1.4 (Insured):** It is noted and agreed that Definition 1.4 (Insured) is amended to include the following definition; (h) volunteers but only while they are engaged by, and working in New Zealand for an entity referred to in (a), (b), or (c) above, provided that they are not otherwise insured. Policy Condition 6.4 (Cross Liability) does not apply in respect of such volunteers. In all other respects this Policy remains unaltered other than as stated above.

**HALL HIRERS LIABILITY ENDORSEMENT:** It is agreed that the definition of Insured is extended to include the following definition; (i) Any individual or family whose child attends a playcentre. Provided that cover only applies; (i) in respect of their legal liability for Property Damage to property leased by the named Insured; and (ii) in respect of their short term hire of any premises leased by the named Insured; and (iii) such individual or family are not otherwise insured. Policy Condition 6.4 (Cross Liability) does not apply in respect of such members. It is further agreed that an excess of \$1,000 shall apply in respect of any claim or Occurrence under this extension. In all other respects this Policy remains unaltered.

### General Comments

Policy Wording: Lumley Management Shield 0318 LUM1549/3 Applies

### Excess

General Liability	\$500
Advertising Liability	\$1,000
Care, Custody or Control	\$1,000
Forest and Rural Fires Act	\$1,000
Product Withdrawal Costs	\$2,500
Property Being Worked Upon	Excluded
Service/Repair - Machinery	\$2,500
Service/Repair - Vehicle and Watercraft	\$1,000
Underground Services	\$2,500
Drones	\$1,000
Goods Lifted or Carried by Cranes	\$2,500
Vibration and Removal of Support	\$5,000
Hall Hirers Liability	\$1,000

## DIRECTORS' & OFFICERS'

<b>Limit of Indemnity</b>	Any one Claim and in the aggregate	\$2,000,000
<b>Territory</b>		New Zealand Only



Jurisdiction  
Retroactive Date  
Policy Wording

New Zealand Only  
Per exp policy  
DO1215

### **Endorsements and/or Clauses**

#### **INSOLVENCY EXCLUSION:**

Lumley shall not be liable for Loss on account of any Claim based upon, arising out of or attributable to or in any way involving insolvency of the Company or any events or actions which may have directly or indirectly contributed to the insolvency of the Company.

#### **ADDITIONAL DEFENCE COSTS ENDORSEMENTS:**

1. It is noted and agreed that subject to the terms and conditions of the Policy and to the terms of this Additional Defence Costs Endorsement ("this Endorsement"), the Insured Person(s) shall be entitled to additional cover under this Endorsement for a sum up to 20% of the Limit of Indemnity or \$2,000,000, whichever is the lesser ("Additional Defence Costs Cover"). 2. This Additional Defence Costs Cover will only arise: (a) In the event that a charge under s9 of the Law Reform Act 1936 ("a Charge") exists and/or is asserted by any party who has made a Claim against an Insured Person(s) and this Charge prevents Lumley from making payments under the Policy which, but for the Charge, would have been made; and (b) The anticipated Loss arising from notified Claim(s) and/or Charge(s) exceeds the Limit of Liability under the Policy. (c) There is no indemnity in respect of Defence Costs provided to the Insured Person(s) under any other insurance policy and/or no other indemnity is available to the Insured Person(s), including an indemnity by the Company which has met or is able to meet this obligation. 3. The Additional Defence Costs Cover is limited only to Defence Costs and, in particular, shall not provide indemnity to the Insured Person(s) for the liability to pay any damages or compensation. 4. In the case of Defence Costs arising out of a criminal or regulatory proceeding for which the Insured Person(s) may be entitled to indemnity under the Policy Lumley shall advance Defence Costs under this Endorsement pending determination of such proceeding. If as a result of the determination of this proceeding, established by judgement or any other final adjudication, the Insured Person(s) is not entitled to Defence Costs under this Policy the Insured Person(s) shall severally accordingly to their interests, agree to repay lumley such Defence Costs.

#### **INQUESTS AND CORONIAL INQUIRIES:**

Lumley agrees to indemnify the Insured for Defence Costs incurred with Lumley's prior written consent for legal representation: (a) in relation to any coroner's inquest; and/or (b) in relation to any investigation by the Health and Disability Commissioner pursuant to the Health and Disability Commissioner's Act 1994; and/or (c) in relation to any investigation by the Privacy Commissioner pursuant to the Privacy Act 1993; and/or (d) in relation to any investigation by the Human Rights Commissioner pursuant to the Human Rights Act 1993; and/or (e) in relation to any investigation by the Accident Compensation Corporation; where such inquest or investigation may lead to a Claim under this Policy. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

#### **MOLESTATION/SEXUAL MISCONDUCT EXCLUSION AND \$100,000 COSTS AND EXPENSES**

**WRITEBACK:** It is noted and agreed that Lumley shall not be liable to indemnify the Insured in respect of any Claim arising from Sexual Misconduct. Notwithstanding the provisions of this Exclusion, Lumley will pay approved Defence Costs for the defence of alleged Sexual Misconduct claims or failure to act on complaints of Sexual Misconduct up to a maximum of NZ\$100,000 any one Claim and in the aggregate for all Claims.

All claims will be subject to the policy excess of \$1,000 (costs inclusive) each and every Claim. Notwithstanding the above, if the Insured can establish to the satisfaction of Lumley that it carried out comprehensive reference checks and police checks on the perpetrator prior to the perpetrator working at the Insured or being engaged by the Insured as a volunteer and did not know or could not reasonably have known that the perpetrator had previously committed, or been party to, Sexual Misconduct, or been convicted of Sexual Misconduct, or whilst having been with the Insured entity, had been the subject of prior complaint in respect of Sexual Misconduct, which had not been appropriately investigated then the Insured (excluding the perpetrator) will not be required to reimburse Lumley for the Costs and Expenses it has incurred in the defence of the claim.

For the purpose of this endorsement Sexual Misconduct shall mean "the actual or alleged, molestation, interference with or mental or physical abuse of any person".

Nothing contained in this endorsement shall be held to vary, alter, waive or extend any of the terms,

conditions, provisions, agreements or limitations of the above mentioned Policy other than stated above.

### General Comments

Directors & Officers is replaced with Association Liability

Policy Wording: Lumley Management Shield 0318 LUM1549/3 Applies

### Excess

Standard	Each and every claim including costs	\$1,000
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## STATUTORY LIABILITY

<b>Limit of Indemnity</b>	Any one Claim and in the aggregate	\$2,000,000
<b>Defence Costs Sum Insured</b>	Any one Claim and in the aggregate	\$500,000
Territory		New Zealand Only
Jurisdiction		New Zealand Only
Retroactive Date		Per exp policy
Policy Wording		NZSL1215

### General Comments

Policy Wording: Lumley Management Shield 0318 LUM1549/3 Applies

### Excess

Standard	Each and every claim including costs	\$500
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Claims under the Health & Safety at Work Act 2015 when the Excess each and every claim shall be \$1,000.

## EMPLOYERS LIABILITY

<b>Limit of Indemnity</b>	Any one Claim and in the aggregate	\$2,000,000
Territory		New Zealand Only
Jurisdiction		New Zealand Only
Retroactive Date		Per exp policy
Policy Wording		NZEL1215

### General Comments

Policy Wording: Lumley Management Shield 0318 LUM1549/3 Applies

### Excess

Standard	Each and every claim including costs	NIL
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## EMPLOYMENT DISPUTES

<b>Limit of Indemnity</b>	Any one Claim and in the aggregate	\$500,000
Territory		New Zealand Only
Jurisdiction		New Zealand Only
Retroactive Date		Per exp policy
Policy Wording		NZEPL1215

**General Comments**

Policy Wording: Lumley Management Shield 0318 LUM1549/3 Applies

**Excess**

Standard	Each and every claim including costs	\$2,500
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### FIDELITY

**Limit of Indemnity**

Any one Claim and in the aggregate

\$100,000

Territory

New Zealand Only

Jurisdiction

New Zealand Only

Retroactive Date

Per exp policy

Policy Wording

FI1215

**General Comments**

Fidelity is replaced with Crime

Policy Wording: Lumley Management Shield 0318 LUM1549/3 Applies

**Excess**

Standard	Each and every claim including costs	\$5,000
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### INTERNET LIABILITY

**Limit of Indemnity**

Any one Claim and in the aggregate

\$500,000

Territory

New Zealand Only

Jurisdiction

New Zealand Only

Retroactive Date

Per exp policy

Policy Wording

IL1215

**General Comments**

Policy Wording: Lumley Management Shield 0318 LUM1549/3 Applies

**Excess**

Standard	Each and every claim including costs	\$1,000
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### LEGAL PROSECUTION DEFENCE

**Limit of Indemnity**

Any one Claim and in the aggregate

\$500,000

Territory

New Zealand Only

Jurisdiction

New Zealand Only

Retroactive Date

Per exp policy

Policy Wording

LE1215

**General Comments**

Policy Wording: Lumley Management Shield 0318 LUM1549/3 Applies

**Excess**

Standard                                      Each and every claim including costs                                      \$1,000

**INSURER RATINGS**

<b>Insurer</b>	<b>Cover (%)</b>	<b>Rating</b>	<b>Agency</b>
IAG New Zealand Limited		AA-	S&P

The Standard & Poor's (S&P) Insurer financial strength rating scale is:

AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very Weak)
AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)
A	(Strong)	B	(Weak)	NR	(Not Rated)
				R	(Regulatory Supervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.

**Client Number** 181-099Z7  
**Broker** Gary Thomas

# Cyber Liability Insurance

This is the summary of the cover provided by your policy. Please refer to the policy document for the full terms, conditions and exclusions relating to this insurance.

<b>The Insured</b>	<b>Client No</b>	<b>Cover No</b>
NZ Playcentre Federation Incorporated, Playcentre Publications Limited	181-099Z7	1463060-015-05
<b>The Insurer</b>	<b>% of cover</b>	<b>Insurer Policy No</b>
IAG New Zealand Limited	100	6000113342
<b>Period of Cover</b>	From 01/06/2018 to 01/06/2019 at 4:00pm; Local Standard Time	

## DETAILS OF INSURANCE

<b>Business Activity</b>	Promotion of business management support services provided by member playcentres; Provision of early childhood education programmes to children and parenting education programmes to parents.	
<b>Limit of Indemnity</b>	for all claims in the Aggregate during the Period of Insurance	\$250,000

## POLICY DETAILS

<b>Policy Wording</b>	NZI Cyber Base 0316 Policy Wording Applies	
Privacy		Included
System Damage		Included
Computer Virus Transmission and Hacking		Included
Multimedia Liability		Included
Cyber Extortion Cover		Included
Privacy Fines and Investigations		Included
Privacy Breach Notification and Loss Mitigation		\$25,000
Reward Expenses Cover		Included

## ENDORSEMENTS AND / OR CLAUSES

## DEDUCTIBLES / EXCESS

Standard \$2,000

## INSURER RATING

<b>Insurer</b>	<b>Cover (%)</b>	<b>Rating</b>	<b>Agency</b>
IAG New Zealand Limited	100	AA-	S&P

The Standard & Poor's (S&P) Insurer financial strength rating scale is:

AAA	(Extremely Strong)	BBB	(Good)	CCC	(Very Weak)
AA	(Very Strong)	BB	(Marginal)	CC	(Extremely Weak)
A	(Strong)	B	(Weak)	NR	(Not Rated)
				R	(Regulatory Supervision)

Note: The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The ratings scale above is in summary form. The full version of this rating scale can be obtained from the Standard and Poor's website.

## REFERRAL REMUNERATION

We sometimes pay a share of our remuneration to others who refer you to us. Remuneration is brokerage from insurers with whom your insurance is placed and/or fee income for our services.

## FAIR INSURANCE CODE 2016

If you have a personal insurance policy or are a small to medium (SME) business and your insurance policy is underwritten by a member of the Insurance Council of New Zealand (ICNZ), a new version of the Fair Insurance Code will apply from 1<sup>st</sup> January 2016.

A list of [ICNZ members](#) and a copy of the [Fair Insurance Code 2016](#) can be found at [www.icnz.org.nz](http://www.icnz.org.nz).

## DUTY OF DISCLOSURE

The insurance cover that has been arranged for you is based on the information you provided. Because that information is material to the insurer providing your insurance, you must advise any changes or any information that could affect the insurer's acceptance of your insurance. If you don't disclose or you misrepresent any material information your insurance could be invalidated and any claim may not be paid.

While your duty of disclosure applies before you take out an insurance policy or when you renew a policy, you should also advise us of any material change or circumstance if something comes to light during the period of your insurance. Examples of such disclosures could include structural alterations to a building, un-occupancy of insured premises, the installation of new equipment; a change in business operations or many other such changes.

Your duty of disclosure is crucial in maintaining your insurance protection. If you are unsure about any aspect of it please contact us for guidance.